

Exhibit C

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

11 Coordination Proceeding Special Title
12 (Rule 3.550)

Judicial Council Coordination Proceeding
No. 4955

13 **CALIFORNIA NORTH BAY FIRE**
14 **CASES**

PUBLIC ENTITY MASTER COMPLAINT

Judge: Honorable Curtis E.A. Karnow
Department: 304

JURY TRIAL DEMANDED

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PUBLIC ENTITY MASTER COMPLAINT

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1 **PLAINTIFFS** bring this action for damages against Defendants **PG&E**
2 **CORPORATION, PACIFIC GAS & ELECTRIC COMPANY, and DOES 1 through 20**
3 (collectively, “**DEFENDANTS**”) as follows:

4 **I. INTRODUCTION**

5 1. This case arises from **PG&E CORPORATION** and/or **PACIFIC GAS &**
6 **ELECTRIC COMPANY’s** (collectively, “**PG&E**”) systemic decision making process.
7 **PG&E’s** well-documented systemic failures, including lack of adequate safety regulations,
8 inspection, maintenance, and risk management practices that caused and/or contributed to
9 causing the most destructive and deadly wildfires California has ever seen (collectively, the
10 “North Bay Fires”).

11 2. On or around the night of Sunday, October 8, 2017, the North Bay Fires started
12 when a system disturbance on the electrical grid constructed, owned, operated, managed, and/or
13 maintained by **PG&E** caused transformers designed, constructed, owned, operated, managed,
14 and/or maintained by **PG&E** to fail, fault, spark, and/or explode, causing energized power lines
15 constructed, owned, operated, managed, and/or maintained by **PG&E** to burn and/or fall down.
16 These downed lines sparked nearby overgrown and poorly maintained vegetation, igniting fires
17 simultaneously across multiple counties. Electrical currents flowed through down guys owned,
18 designed, operated, managed and/or maintained by **PG&E**, creating arcing at ground level in dry
19 grass. The arcing from down guys at or around ground level sparked fires in and around
20 overgrown and poorly maintained vegetation. All of these events, and others, including but not
21 limited to conductors, poles, insulators, reclosers, and/or other electrical equipment constructed,
22 owned, operated, managed, and/or maintained by **PG&E** that fell down, broke, failed, sparked,
23 exploded, and/or came into contact with vegetation, caused and contributed to causing the North
24 Bay Fires. Although the numerous fires constituting the North Bay Fires have different points of
25 origin, they all share the same underlying causes and arose from **PG&E’s** disregard of mandated
26 safety practices and foreseeable hazardous risks associated with its infrastructure.

27 3. Over the following days, the North Bay Fires spread rapidly and caused extensive
28 damage throughout Northern California, including populated neighborhoods and sprawling

1 vineyards. The North Bay Fires claimed the lives of at least 44 individuals, injured many others,
2 burned over 245,000 acres, and destroyed over 14,700 homes. The following fires in Sonoma,
3 Napa, Mendocino, Solano, Lake, Butte, Calaveras, Nevada, and Yuba Counties are included,
4 collectively referred to as the North Bay Fires, including but not limited to the following: the
5 Adobe, Atlas, Cascade, Cherokee, Honey, LaPorte, Lobo, Maacama, McCourtney, Norrbom,
6 Nuns, Oakmont, Partrick, Pocket, Point, Pressley, Redwood Valley Complex, Sulphur, Tubbs,
7 and Highway 37 Fires.

8 4. As set forth in more detail in the following pages, based on multiple reports,
9 audits, investigations, and/or interviews, it is clear that the North Bay Fires resulted from
10 **PG&E's** willful and conscious disregard of public safety. **PG&E**, although mandated to do so,
11 failed to identify, inspect, manage, and/or control vegetation growth near its power lines and/or
12 other electrical equipment. This created a foreseeable danger of trees and/or other vegetation
13 coming into contact with **PG&E's** power lines and/or other electrical equipment and causing
14 electrical problems. Further, **PG&E** failed to construct, manage, track, monitor, maintain,
15 operate, replace, repair, and/or improve its power lines, poles, transformers, conductors,
16 insulators, reclosers, and/or other electrical equipment in a safe manner, despite being aware that
17 its infrastructure was aging, unsafe, likely to cause fires, and/or vulnerable to environmental
18 conditions. Finally, **PG&E** failed to adequately design, maintain, replace, repair, and/or improve
19 its anchors and/or down guys, despite being aware from prior fires that these anchors and/or
20 down guys could cause fires when ground currents exist.

21 5. **PG&E** knew about the significant risk of wildfires and other disasters from its
22 ineffective vegetation management programs, unsafe equipment, and/or aging infrastructure for
23 decades before the North Bay Fires began and, as described below, has been repeatedly fined
24 and/or convicted of crimes for causing wildfires, explosions, and other disasters by failing to
25 mitigate these risks.

26 6. Wildfires, explosions, and other devastating events have resulted from **PG&E's**
27 long history of choosing to divert funds from its public safety, vegetation management, and/or
28 infrastructure maintenance programs.

1 **II. JURISDICTION AND VENUE**

2 7. This Court has jurisdiction over this matter pursuant to Code of Civil Procedure
3 §§ 395(a) and 410.10 because Defendants, and/or each of them, reside in, are incorporated in,
4 and/or do significant business in the County of San Francisco, State of California. The amount
5 in controversy exceeds the jurisdictional minimum of this Court.

6 8. Venue is proper in this Court pursuant to Code of Civil Procedure § 404.3 and
7 California Rules of Court, Rule 3.540. The Honorable Curtis E.A. Karnow of the Superior Court
8 of California, County of San Francisco was assigned as the Coordination Trial Judge for this
9 action.

10 **III. THE PARTIES**

11 **A. PLAINTIFFS**

12 9. **PLAINTIFFS** are public entities that suffered and/or continue to suffer property
13 losses, and other damages from the North Bay Fires, including but not limited to the Adobe,
14 Atlas, Cascade, Cherokee, Honey, LaPorte, Lobo, Maacama, McCourtney, Norrbom, Nuns,
15 Oakmont, Partrick, Pocket, Point, Pressley, Redwood Valley Complex, Sulphur, Tubbs, and/or
16 Highway 37 Fires.

17 **B. DEFENDANTS**

18 10. At all times herein mentioned Defendants **PG&E CORPORATION** and
19 **PACIFIC GAS & ELECTRIC COMPANY** were corporations authorized to do business and
20 doing business in the State of California with their principal place of business in the County of
21 San Francisco, State of California. Defendant **PG&E CORPORATION** is an energy-based
22 holding company headquartered in San Francisco. It is the parent company of Defendant
23 **PACIFIC GAS AND ELECTRIC COMPANY**. **PG&E CORPORATION** and **PACIFIC**
24 **GAS AND ELECTRIC COMPANY** provide public utility services, including the generation of
25 electricity and the transmission and distribution of electricity and natural gas to millions of
26 customers in Northern and Central California, including the residents of Butte, Calaveras, Lake,
27 Mendocino, Napa, Nevada, Solano, Sonoma, and Yuba Counties.

28 ///

1 11. **PLAINTIFFS** allege that **PG&E CORPORATION** and **PACIFIC GAS &**
2 **ELECTRIC COMPANY** are jointly and severally liable for each other's wrongful acts and/or
3 omissions as hereafter alleged, in that:

4 a. **PG&E CORPORATION** and **PACIFIC GAS & ELECTRIC COMPANY**
5 operate as a single business enterprise operating out of the same building
6 located at 77 Beale St, San Francisco, California for the purpose of
7 effectuating and carrying out **PG&E CORPORATION's** business and
8 operations and/or for the benefit of **PG&E CORPORATION**;

9 b. **PACIFIC GAS & ELECTRIC COMPANY** and **PG&E CORPORATION**
10 do not operate as completely separate entities, but rather, integrate their
11 resources to achieve a common business purpose;

12 c. **PACIFIC GAS & ELECTRIC COMPANY** is so organized and controlled,
13 and its decisions, affairs and business so conducted as to make it an
14 instrumentality, agent, conduit and/or adjunct of **PG&E CORPORATION**;

15 d. **PACIFIC GAS & ELECTRIC COMPANY's** income contribution results
16 from its function, integration, centralization of management and economies of
17 scale with **PG&E CORPORATION**;

18 e. **PACIFIC GAS & ELECTRIC COMPANY's** and **PG&E**
19 **CORPORATION's** officers and management are intertwined and do not act
20 completely independent of one another;

21 f. **PACIFIC GAS & ELECTRIC COMPANY's** and **PG&E**
22 **CORPORATION's** officers and managers act in the interest of **PG&E**
23 **CORPORATION** as a single enterprise;

24 g. **PG&E CORPORATION** has control and authority to choose and appoint
25 **PACIFIC GAS & ELECTRIC COMPANY's** board members as well as its
26 other top officers and managers;

27 h. Despite both being Electric Companies and Public Utilities, **PACIFIC GAS**
28 **& ELECTRIC COMPANY** and **PG&E CORPORATION** do not compete

1 with one another, but have been structured, organized, and businesses
2 effectuated so as to create a synergistic, integrated single enterprise where
3 various components operate in concert one with another;

4 i. **PG&E CORPORATION** maintains unified administrative control over
5 **PACIFIC GAS & ELECTRIC COMPANY**;

6 j. **PACIFIC GAS & ELECTRIC COMPANY** and **PG&E CORPORATION**
7 are insured by the same carriers and provide uniform or similar pension,
8 health, life and disability insurance plans for employees;

9 k. **PACIFIC GAS & ELECTRIC COMPANY** and **PG&E CORPORATION**
10 have unified 401(k) Plans, pensions and investment plans, bonus programs,
11 vacation policies and paid time off from work schedules and policies;

12 l. **PACIFIC GAS & ELECTRIC COMPANY** and **PG&E CORPORATION**
13 invest these funds from their programs and plans by a consolidated and/or
14 coordinated Benefits Committee controlled by **PG&E CORPORATION** and
15 administered by common trustees and administrators;

16 m. **PACIFIC GAS & ELECTRIC COMPANY** and **PG&E CORPORATION**
17 have unified personnel policies and practices and/or a consolidated personnel
18 organization or structure;

19 n. **PACIFIC GAS & ELECTRIC COMPANY** and **PG&E CORPORATION**
20 have unified accounting policies and practices dictated by **PG&E**
21 **CORPORATION** and/or common or integrated accounting organizations or
22 personnel;

23 o. **PACIFIC GAS & ELECTRIC COMPANY** and **PG&E CORPORATION**
24 are represented by common legal counsel;

25 p. **PG&E CORPORATION**'s officers, directors, and other management make
26 policies and decisions to be effectuated by **PACIFIC GAS & ELECTRIC**
27 **COMPANY** and/or otherwise play roles in providing directions and making
28 decisions for **PACIFIC GAS & ELECTRIC COMPANY**;

- 1 q. **PG&E CORPORATION's** officers, directors, and other management direct
2 certain financial decisions for **PACIFIC GAS & ELECTRIC COMPANY**
3 including the amount and nature of capital outlays;
- 4 r. **PG&E CORPORATION's** written guidelines, policies, and procedures
5 control **PACIFIC GAS & ELECTRIC COMPANY**, its employees, policies,
6 and practices;
- 7 s. **PG&E CORPORATION** files consolidated earnings statements factoring all
8 revenue and losses from **PACIFIC GAS & ELECTRIC COMPANY** as well
9 as consolidated tax returns, including those seeking tax relief; without
10 limitation; and
- 11 l. **PG&E CORPORATION** generally directs and controls **PACIFIC GAS &**
12 **ELECTRIC COMPANY's** relationship with, requests to, and responses to
13 inquiries from, the Public Utilities Commission and uses such direction and
14 control for the benefit of **PG&E CORPORATION**.

15 **C. DOE DEFENDANTS**

16 12. The true names and capacities, whether individual, corporate, associate, or
17 otherwise of the Defendants **DOES 1 through 200**, inclusive, are unknown to **PLAINTIFFS**
18 who therefore sue said Defendants by such fictitious names pursuant to Code of Civil Procedure
19 § 474. **PLAINTIFFS** further allege that each of said fictitious Defendants is in some manner
20 responsible for the acts and occurrences hereinafter set forth. **PLAINTIFFS** will amend this
21 Master Complaint to show the true names and capacities of said Defendants when the same are
22 ascertained, as well as the manner in which each fictitious Defendant is responsible.

23 **D. AGENCY & CONCERT OF ACTION**

24 13. At all times herein mentioned herein, **DEFENDANTS**, and/or each of them,
25 hereinabove, were the agents, servants, employees, partners, aiders and abettors, co-conspirators,
26 and/or joint venturers of each of the other **DEFENDANTS** named herein and were at all times
27 operating and acting within the purpose and scope of said agency, service, employment,
28 partnership, enterprise, conspiracy, and/or joint venture, and each **DEFENDANT** has ratified

1 and approved the acts of each of the remaining **DEFENDANTS**. Each of the **DEFENDANTS**
2 aided and abetted, encouraged, and rendered substantial assistance to the other **DEFENDANTS**
3 in breaching their obligations to **PLAINTIFFS** as alleged herein. In taking action to aid and
4 abet and substantially assist the commission of these wrongful acts and other wrongdoings
5 complained of, as alleged herein, each of the **DEFENDANTS** acted with an awareness of
6 his/her/its primary wrongdoing and realized that his/her/its conduct would substantially assist the
7 accomplishment of the wrongful conduct, wrongful goals, and wrongdoing.

8 **IV. STATEMENT OF FACTS**

9 **A. PG&E IS REQUIRED TO SAFELY DESIGN, OPERATE, AND MAINTAIN**
10 **ITS ELECTRICAL SYSTEMS**

11 14. **PG&E** owns, installs, constructs, operates, and maintains overhead power lines,
12 together with supporting poles and appurtenances throughout Northern and Central California for
13 the purpose of transmitting and distributing electricity to the general public. These lines and
14 equipment were located at and around the origin points for the North Bay Fires.

15 15. Electrical infrastructure is inherently dangerous and hazardous, and **PG&E**
16 recognizes it as such. The transmission and distribution of electricity requires **PG&E** to exercise
17 an increased level of care in line with the increased risk of associated danger.

18 16. At all times **PG&E** had and continues to have a duty to properly construct,
19 inspect, repair, maintain, manage, and/or operate its power lines and/or other electrical
20 equipment. **PG&E** also has a duty to keep vegetation properly trimmed and maintained to
21 prevent foreseeable contact with its electrical equipment.

22 17. In the construction, inspection, repair, maintenance, management, ownership,
23 and/or operation of its power lines and other electrical equipment, **PG&E** had an obligation to
24 comply with, *inter alia*: (a) Code of Civil Procedure § 733; (b) Public Resource Code §§ 4292,
25 4293, and 4435; (c) Public Utilities Code § 451; and (d) CPUC General Order Numbers 95 and
26 165.

27 18. California's drought years increased the risk of wildfire and consequently
28 heightened **PG&E's** duty of care in the prevention of wildfires. In January 2014, Governor

1 Edmund Gerald Brown, Jr. declared a state of emergency due to California's continued drought.
2 In June 2014, pursuant to Resolution ESRB-4, the California Public Utilities Commission
3 ("CPUC") directed **PG&E** and all investor-owned utilities to take remedial measures to reduce
4 the likelihood of fires started by or threatening utility facilities.¹ In addition, the CPUC informed
5 **PG&E** it could seek recovery of incremental costs associated with these remedial measures
6 outside of the standard funding process, agreeing to provide additional funding on top of
7 vegetation management funding already authorized to ensure remedial measures would not go
8 unperformed due to lack of funding.

9 19. In early 2017, the CPUC issued a Fact Sheet on "**PG&E** Vegetation Management
10 Spending," directing **PG&E** to take increased efforts to reduce fire risk due to the drought
11 emergency: "Although the Governor issued an Executive Order in April 2017 ending the
12 Drought State of Emergency, the declaration directed state agencies 'to continue response
13 activities that may be needed to manage the lingering drought impacts to people and wildlife.'
14 The California Tree Mortality State of Emergency issued in October 2015 by Governor Brown
15 regarding the bark beetle infestation and resulting tree mortality remains in effect. The CPUC
16 has not rescinded ESRB-4, and work by the utilities to comply with it and the Tree Mortality
17 Emergency continues."²

18 20. **PG&E** knew or should have known that these statutory and regulatory standards
19 are minimum standards. **PG&E** knew or should have known that it has: (a) a duty to identify
20 vegetation that is dead, diseased, and/or dying, or that otherwise poses a foreseeable hazard to
21 power lines and/or other electrical equipment; and (b) a duty manage the growth of vegetation
22 near its power lines and equipment so as to prevent the foreseeable danger of contact between
23 vegetation and power lines starting a fire.

24 21. Further, **PG&E** has a duty to manage, maintain, repair, and/or replace its aging
25 infrastructure to protect public safety. These objectives could and should have been
26

27 ¹ <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M096/K415/96415169.pdf> (last
accessed February 12, 2018).

28 ² [http://cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Safety/PGE%20Vegetation
%20Management%20Spending.pdf](http://cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Safety/PGE%20Vegetation%20Management%20Spending.pdf) (last accessed February 12, 2018).

1 accomplished in a number of ways, including, but not limited to, putting electrical equipment in
2 wildfire-prone areas underground, increasing inspections, developing and implementing
3 protocols to shut down electrical operations in emergency situations, modernizing infrastructure,
4 and/or obtaining an independent audit of its risk management programs to ensure effectiveness.

5 22. **PG&E** knew or should have known that failure to comply and conform to
6 applicable standards and duties constituted negligence and would expose members of the general
7 public to a risk of death, injury, and/or damage to their property.

8 **B. PG&E'S FIRE/EXPLOSION BACKGROUND**

9 **1. PG&E'S Fire Involvement**

10 23. Over the past thirty-plus years, **PG&E** has been subject to numerous fines,
11 penalties, and/or convictions as a result of its failure to abide by safety rules and regulations,
12 including the following fines, penalties, and/or convictions. Despite these recurring
13 punishments, **PG&E** has continued to conduct its business with a conscious disregard for the
14 safety of the public, including **PLAINTIFFS**.

15 24. As detailed below, the North Bay Fires are among the many tragedies that have
16 resulted from **PG&E's** conduct and operations. **PG&E** power lines, transformers, conductors,
17 poles, insulators, and/or other electrical equipment have repeatedly started wildfires due to
18 **PG&E's** ongoing failure to create, manage, implement, and/or maintain effective vegetation
19 management programs for the areas near and around its electrical equipment. Further, **PG&E's**
20 deteriorating and carelessly maintained infrastructure has caused multiple disasters throughout
21 California.

22 **2. The 1981 San Francisco Gas Explosion**

23 25. A **PG&E** gas main in downtown San Francisco exploded in 1981, forcing 30,000
24 people to evacuate. It took workers nine hours to shut off the gas main's manual shut-off valves
25 and stop the flow of gas that continued to feed the flames in the interim.

26 **3. The 1991 Santa Rosa Gas Explosion**

27 26. Two people were killed and three others were injured when a **PG&E** gas line
28 exploded in Santa Rosa in December 1991. The pipeline was improperly marked, failing to give

1 proper notice to contractors working in the area. A contractor hit the pipe with a backhoe,
2 causing the pipe to leak and explode several months later.

3 **4. The 1994 Trauner Fire**

4 27. In 1994, **PG&E's** failure to maintain the vegetation surrounding its electrical
5 equipment caused a devastating wildfire in Nevada County, California. This Fire, commonly
6 known as the "Trauner Fire" or the "Rough and Ready Fire," burned approximately 500 acres in
7 and around the town of Rough and Ready, destroyed 12 homes, and burned 22 structures,
8 including a historic schoolhouse that was built in 1868.

9 28. Investigators determined that the Trauner Fire began when a 21,000-volt power
10 line brushed against a tree limb that **PG&E** was supposed to keep trimmed. Through random
11 spot inspections, the investigators found several hundred safety violations in the area near the
12 Trauner Fire. Approximately 200 of these violations involved contact between vegetation and
13 one of **PG&E's** power lines. As a result, on or around June 19, 1997, **PG&E** was convicted of
14 739 counts of criminal negligence and required to pay \$24 million in penalties.

15 29. After the trial, a 1998 CPUC report revealed that **PG&E** diverted \$77.6 million
16 from its tree-trimming budget to other uses from 1987 to 1994. During that same time, **PG&E**
17 under spent its authorized budgets for maintaining its systems by \$495 million and instead, used
18 this money to boost corporate profits.

19 **5. The 1996 Mission Substation Electrical Fire**

20 30. At approximately 1:00 a.m. on November 27, 1996, a cable splice at **PG&E's**
21 Mission Substation in San Francisco short-circuited, burning and melting the insulation around
22 the splice. Smoke from the fire rose through a floor opening above the splice into a switch
23 cabinet. That smoke was so thick that it caused a flashover between phases of the bus bars
24 connecting the overhead N bus to the switch. This caused insulation on the N bus to ignite and a
25 circuit breaker to open, resulting in the loss of power to a group of **PG&E** customers. The
26 substation was unmanned at the time and the fire was only discovered by chance by an employee
27 who had stopped by the substation to use the restroom.

28 ///

1 **6. The 1999 Pendola Fire**

2 31. A rotten pine, which the federal government determined **PG&E** should have
3 removed, fell on a power line, starting the Pendola Fire in 1999. It burned for 11 days and
4 scorched 11,725 acres, mainly in the Tahoe and Plumas National Forests. **PG&E** paid a \$14.75
5 million settlement to the U.S. Forest Service in 2009. That year, the utility also reached a \$22.7
6 million settlement with the CPUC after regulators found **PG&E** had not spent money earmarked
7 for tree trimming and removal toward those purposes.

8 **7. The 2003 Mission District Substation Fire**

9 32. In December 2003, a fire broke out at **PG&E's** Mission District Substation in San
10 Francisco. Despite signs of trouble appearing at control centers, the fire burned for nearly two
11 hours before **PG&E** operators showed up at the Substation, found it full of smoke, and finally
12 called the fire department. The source of the fire was not located until five hours after it began.
13 As a result, nearly one-third of San Francisco's residents and business owners lost power, with
14 some waiting over 24 hours for their power to be restored.

15 33. The CPUC report of the investigation, which was released in 2004, states in part:

16 Soon after undertaking the investigation of the 2003 fire, CPSD [CPUC's
17 Consumer Protection and Safety Division] discovered that another fire had
18 occurred at Mission Substation in 1996. CPSD's investigation team
19 conducted a thorough analysis of both fires and found strikingly similar
20 contributing factors and root causes. CPSD's team further determined that
21 **PG&E** had not implemented the recommendations resulting from its own
22 investigation of the 1996 fire. . . . **CPSD finds it quite troubling that
PG&E did not implement its own recommendations from its own
investigation of the 1996 fire.**³

22 **8. The 2004 Sims Fire**

23 34. In July 2004, the Sims Fire burned over 4,000 acres of forest land in the Six
24 Rivers and Trinity National Forests. A federal lawsuit alleged that **PG&E** failed to remove a
25 decaying tree, which fell on a transmission line and ignited the blaze.

26
27
28 ³ <http://docs.cpuc.ca.gov/publishedDocs/published/Report/40886.PDF> (last accessed February 12,
2018).

1 **9. The 2004 Freds Fire**

2 35. The Freds Fire started in October 2004 near Kyburz, El Dorado County,
3 California. A lawsuit filed by the United States Government claimed that employees of **PG&E's**
4 contractor lost control of a large tree they were cutting down. It fell onto a **PG&E** power line
5 and caused a fire that burned over 7,500 acres. **PG&E** and its contractors paid \$29.5 million to
6 settle the lawsuits over the Freds Fire and the Sims Fire.

7 **10. The 2004 Power Fire**

8 36. In October 2004, the Power Fire burned approximately 17,000 acres on the
9 Eldorado National Forest and on private timberlands. A federal lawsuit alleged that the Power
10 Fire was ignited by a lit cigarette that was dropped by a **PG&E** tree trimming contractor. **PG&E**
11 and its contractor paid the federal government \$45 million to settle the lawsuit.

12 **11. The 2005 San Francisco Electrical Explosion**

13 37. In August 2005, a **PG&E** electrical transformer exploded in the San Francisco
14 financial district at Kearny and Post Streets, severely burning a woman who had been walking
15 by. A lawsuit by the injured woman settled for an undisclosed sum.

16 **12. The 2008 Rancho Cordova Explosion**

17 38. In December 2008, a gas leak from a **PG&E** pipe caused an explosion in Rancho
18 Cordova, California. This explosion left one person dead, injured several others, and caused
19 over \$260,000 in property damage.

20 39. A National Transportation Safety Board ("NTSB") investigation revealed that the
21 leak was caused by incorrect repairs performed by **PG&E** in 2006, at which time **PG&E**
22 installed a piece of pipe to patch up an earlier leak. The investigative report for the incident
23 concluded that the walls of the new pipe were too thin, allowing gas to leak from the pipe, and
24 that **PG&E** failed to timely send properly trained personnel to check out the leak, even though
25 **PG&E** had been told several months earlier that its emergency plans fell below required
26 standards. Specifically, the report noted the following:

Contributing to the accident was the 2-hour 47-minute delay in the arrival at the job site of a Pacific Gas and Electric Company crew that was properly trained and equipped to identify and classify outdoor leaks and to begin response activities to ensure the safety of the residents and public.⁴

40. In November 2010, the CPUC filed administrative charges against **PG&E** in connection with the Rancho Cordova explosion, alleging that **PG&E** was at fault for the blast and that **PG&E** should have discovered the improper repair job that caused the explosion, but failed to timely do so. As a result, the CPUC required **PG&E** to pay a \$38 million fine.

13. The 2008 Whiskey Fire

41. The June 2008 Whiskey Fire burned more than 5,000 acres of land in the Mendocino National Forest. The fire started when a gray pine tree that did not have the required clearance from a **PG&E** transmission line came into contact with the line. **PG&E** and its contractors agreed to pay \$5.5 million to settle a federal lawsuit.

14. The 2009 San Francisco Electrical Explosion

42. In June 2009, a **PG&E** underground electrical vault exploded in San Francisco's Tenderloin neighborhood, sending 30-foot flames and smoke into the air for two hours. This explosion left thousands of people without power.

15. The 2010 San Bruno Explosion

43. On September 9, 2010, **PG&E's** continued disregard of public safety caused the death of eight people, injured 58 people, and destroyed an entire neighborhood in San Bruno, California when one of its gas pipelines exploded and burst into flames. Subsequent to the explosion, the NTSB issued a report that blamed the disaster on **PG&E's** poor management of its pipeline. In January 2011, federal investigators reported that the probable cause of the accident was: (i) **PG&E's** inadequate quality assurance and quality control during its Line 132 pipeline relocation project, which allowed the installation of a substandard and poorly-welded pipe section; and (ii) **PG&E's** inadequate pipeline integrity management program, which failed to detect and remove the defective pipe section.

⁴ http://docs.cpuc.ca.gov/published/Final_decision/146914-03.htm (last accessed February 12, 2018).

1 44. As a result, **PG&E** was required to pay substantial fines for its massive safety
2 violations. In April 2015, the CPUC imposed a \$1.6 billion fine on **PG&E** for causing the
3 explosion and diverting maintenance funds into stockholder dividends and executive bonuses.
4 Further, in January 2017, a federal judge convicted **PG&E** of six felony charges and ordered it to
5 pay \$3 million in additional fines for causing the explosion.

6 45. The **CPUC** launched an investigation into the manner by which **PG&E** officers,
7 directors, and/or managing agents establish safety policies and practices to prevent catastrophic
8 events. At the beginning of the investigation, the CPUC President identified **PG&E's** ongoing
9 safety violations:

10 Despite major public attention, ongoing CPUC investigations (OIs) and
11 rulemakings (OIRs) into **PG&E's** actions and operations, including the
12 investigations we voted on today, federal grand jury, and California
13 Department of Justice investigation, **continued safety lapses at PG&E**
14 **continue to occur.**⁵

15 **16. The 2011 Cupertino Explosion**

16 46. After the San Bruno explosion, in September 2011, **PG&E's** failure to take
17 appropriate action caused a gas explosion that partially engulfed a condominium in Cupertino,
18 California. The explosion was the result of cracked Aldyl-A plastic pipe.

19 47. Prior to the explosion, the manufacture of Aldyl-A, the NTSB, and the federal
20 Pipeline and Hazardous Materials Safety Administration had all issued warnings about this type
21 of plastic pipe that was prone to premature brittleness, cracking, and failure dating back to at
22 least 2002. Although some utilities around the United States had been replacing Aldyl-A pipes,
23 **PG&E** did not have a replacement program to phase them out, leaving the public vulnerable.

24 **17. The 2014 Carmel Explosion.**

25 48. In March 2014, a home in Carmel, California was destroyed due to a gas
26 explosion caused by **PG&E's** actions. Prior to the explosion, **PG&E** was attempting to replace

27 ⁵ [http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/About_Us/
28 Organization/Commissioners/Michael_J_Picker/PresidentPickerCommentsonPGESafetyCultureandEnfor
cementTheory.pdf](http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/About_Us/Organization/Commissioners/Michael_J_Picker/PresidentPickerCommentsonPGESafetyCultureandEnforcementTheory.pdf) (last accessed February 12, 2018).

1 a gas distribution line, but **PG&E's** legally inadequate records did not show that the steel pipe
2 had a plastic insert. When crews dug into the steel pipe to perform the replacement, the
3 unknown plastic insert was pierced, allowing gas to leak through the pipe and into the residence.

4 49. The CPUC required **PG&E** to pay substantial fines. In 2015, the CPUC imposed
5 a \$10.85 million fine for the Carmel explosion. In August 2016, the CPUC imposed an additional
6 \$25.6 million fine, bringing the total to over \$36 million.

7 **18. The 2015 San Francisco Transformer Explosion**

8 50. In September 2015, a **PG&E** underground transformer exploded in San
9 Francisco's Bernal Heights neighborhood. This explosion injured two people, one of them
10 critically.

11 **19. The 2015 Butte Fire**

12 51. Tragedy struck again in September 2015, when **PG&E's** inadequate and
13 ineffective vegetation management programs resulted in the Butte Fire in the Sierra foothills.
14 The Butte Fire burned for 22 days across Amador and Calaveras Counties, killed two people,
15 destroyed 921 homes and/or structures, and charred over 70,000 acres. The fire also left tens of
16 thousands of dead or dying trees and the risk of water pollution and erosion in its wake.
17 Thousands of people were forced to evacuate their homes, and thousands were damaged in their
18 person and property.

19 52. Similar to the other disasters caused by **PG&E's** wrongdoing, the Butte Fire
20 could have been prevented by **PG&E**. The Butte Fire was ignited by a gray pine tree that grew
21 and came into contact with one of **PG&E's** power lines. **PG&E** knew that gray pines posed the
22 highest risk of catastrophic wildfires, but failed to identify and/or remove the dangerous tree
23 pursuant to its vegetation management practices. Instead, **PG&E** removed the two trees
24 surrounding the gray pine at issue, which exposed the gray pine to sunlight and allowed it to
25 quickly come into contact with **PG&E's** power line.

26 53. Subsequent to the Butte Fire, in April 2017, the CPUC fined **PG&E** a total of
27 \$8.3 million for "failing to maintain its 12kV overhead conductors safely and properly" and
28 failing to maintain a minimum distance between its power lines and vegetation. Cal Fire also

1 sent **PG&E** a bill for \$90 million to cover state firefighting costs. Despite these consequences,
2 **PG&E** did not change, revise, or improve any of its vegetation management practices after the
3 Butte Fire.

4 **20. PG&E's Conduct Regarding the Butte Fire**

5 54. The North Bay Fires started approximately three years after the Butte Fire.

6 55. **PG&E's** actions leading up to the Butte Fire included the following:

- 7 • *First*, **PG&E** failed to ensure that properly qualified and trained inspectors
8 were being used by its contractors to identify hazard trees.
- 9 • *Second*, **PG&E** failed to verify that its quality assurance audits were properly
10 conducted.
- 11 • *Third*, **PG&E** knew that inspectors who were hired did not meet the
12 minimum qualifications required by **PG&E's** own specifications.
- 13 • *Fourth*, **PG&E** failed to train inspectors on **PG&E's** hazardous tree rating
14 system ("HTRS").
- 15 • *Fifth*, **PG&E** failed to verify that its contractor trained inspectors on the
16 HTRS.
- 17 • *Sixth*, **PG&E** failed to require inspectors to use the HTRS.
- 18 • *Seventh*, **PG&E** knew that wildfires caused by contact between vegetation
19 and its power lines posed the highest degree of risk to the public.
- 20 • *Eighth*, **PG&E** knew that its vegetation management program failed to
21 identify over 500,000 trees annually that were closer than the required
22 distance away from its power lines.
- 23 • *Ninth*, **PG&E** knew that its inspectors failed every year to identify tens of
24 thousands of "facility protect trees" or "hazard trees" that were dead, diseased,
25 and/or dying, or that otherwise posed a risk of contacting a power line.
- 26 • *Finally*, **PG&E** failed to remove those trees, one of which was the 44-foot
27 tall, weak, and spindly gray pine tree that started the Butte Fire.

28 56. After the Butte Fire, **PG&E** did not meaningfully change, revise, or improve any

1 of its vegetation management practices.

2 **C. THE NORTH BAY FIRES**

3 57. On Sunday, October 8, 2017, tragedy struck communities across Northern
4 California when a series of fires began to spark and spread. These deadly fires quickly spread
5 through neighborhoods and destroyed everything in their path, including residences, vegetation,
6 structures, and businesses, and public lands, resources, parks, infrastructure, and other
7 government-owned property.

8 58. The North Bay Fires are collectively the most destructive fires in California's
9 history. In just a few weeks, the fires caused the deaths of at least 44 people, hospitalized over
10 185 individuals, displaced about 100,000 people who were forced to leave their homes and
11 search for safety, burned over 245,000 acres, and damaged or destroyed an estimated 14,700
12 homes, 3,600 vehicles, and 728 businesses.

13 59. **PG&E** caused and/or contributed to causing the North Bay Fires. Witnesses
14 observed, reported and described downed power lines, exploding transformers, improper fuses,
15 improper connections, improper clearances, aged and defective poles, and unrepaired poles in the
16 areas in and around the North Bay Fires.

17 60. Following the same negligent conduct that led to the Butte Fire, **PG&E** continued
18 to adhere to the practices that served to increase the risk of wildfires leading up to the North Bay
19 Fires;

- 20 • Reclosers in **PG&E's** system were set to avoid outages and not to avoid fires,
21 even though fire conditions were known to be extreme.
- 22 • **PG&E** failed to have a reasonable system in place to make sure its contractors
23 were properly performing tree and/or vegetation inspections and removal, pole
24 clearance, and pole inspections.
- 25 • **PG&E** failed to take any steps to look for what it calls "Facility Protect
26 Trees" (trees that pose a risk of falling into the line), even though it knew such
27 trees were likely to exist after its contractors had performed their work.
- 28 • **PG&E** failed to properly construct its power lines and thereafter failed to take

1 reasonable steps to make sure the poles and lines were sufficiently strong to
2 support lines and other equipment that were added by third parties.

- 3 • **PG&E** failed to ensure that its contractors were properly trained in tree
4 inspections and removal.
- 5 • **PG&E** failed to ensure that its contractors hired people who met **PG&E's**
6 minimum qualifications.
- 7 • **PG&E** failed to participate in the training of its contractors.

8 61. **PG&E** owes the public a non-delegable duty with regard to the operation of its
9 power lines, which includes maintenance, inspection, repair, vegetation management, and/or all
10 other obligations imposed by the Public Utilities Code and the CPUC, specifically including, but
11 not limited to CPUC General Orders Numbers 95 and 165. Even when **PG&E** chooses to hire
12 contractors, its obligations remain non-delegable. **PG&E's** acts and omissions, as described
13 herein, were a cause of the North Bay Fires and/or aggravated the spread of the fires and
14 destruction left in their path.

15 62. **PG&E** responded to the North Bay Fires by acknowledging that there were
16 problems with its electrical equipment the night the North Bay Fires began. However, **PG&E**
17 blamed its failing electrical equipment on winds combined with “millions of trees weakened by
18 years of drought and recent renewed vegetation growth from winter storms.”⁶ However, the fault
19 lies with **PG&E**. Knowing the effects of the drought on vegetation near its power lines, **PG&E**
20 had a duty to inspect and maintain that vegetation to minimize and avoid risk of fire, injury,
21 death and harm to the public, but **PG&E** failed to do so.

22 63. At all times relevant to this action, **PG&E** had specific knowledge that the
23 greatest risk to the public from its operations was wildfire. **PG&E** knew that wildfire could
24 result in death and injury to members of the public and could result in the destruction of
25 structures and property.

26 64. Despite such knowledge, **PG&E** accepted vegetation management that would

27
28 ⁶ <http://www.pgecurrents.com/2017/10/11/pge-statement-on-north-bay-wildfires/> (last accessed
February 12, 2018).

1 result in 17 tree-related outages for each 1,000 miles of lines, despite knowing that such outages
2 could result in wildfires that would cause injury, death, harm, and property destruction.

3 65. **PG&E** has acknowledged and at all times relevant to this action knew that it was
4 not adequately directing resources to its vegetation management program to reduce the risk of
5 wildfire. **PG&E** cited its limited resources as the reason it chose to put the public in danger,
6 however, it received approximately \$1,400,000,000 in profits each year. **PG&E's** decision-
7 making and practices resulted in numerous deaths, injuries, and damage to structures and
8 property.

9 **D. IMPACT ON THE WINE, AGRICULTURAL, TOURISM, AND OTHER**
10 **INDUSTRIES CAUSING TAX REVENUE LOSSES TO PUBLIC**
11 **ENTITIES**

12 66. The North Bay Fires caused significant damage to the entire wine industry in
13 Northern California, including physical damage to vineyards, tasting rooms, houses, machinery,
14 and the surrounding land and soil. The fire damage and destruction also reduced the value of
15 affected property, and will reduce the resale value and development potential for such property.
16 The destruction and/or negative impacts to the wine industry, including the vines, vineyards,
17 grapes, soil, and wine-making processes, has caused a tax revenue loss to the public entities.

18 67. In addition to damage and destruction of real and personal property, the North
19 Bay Fires caused widespread economic losses to businesses throughout the region, and will
20 continue to do so into the future. Businesses have incurred and will continue to incur economic
21 losses due to inability to operate their businesses, loss of access to their business locations,
22 and/or inability of staff and employees to reach the business. In addition, wine supplies were
23 adversely affected, including but not limited to the taste and/or quality of wine, for many years to
24 come. The negative impacts to all businesses, including wine, agricultural, visitor services,
25 tourism and other industries, has caused a tax revenue loss to the public entities.

26 68. Many businesses in Northern California derive significant business from tourists
27 and other out-of-region customers. These businesses have suffered and will continue to suffer
28 economic loss due to these tourists and out-of-region customers choosing not to visit Northern

1 California in the aftermath of the North Bay Fires. The negative impacts to the tourism and
2 visitor services industry has caused a sales and transient occupancy tax loss to the public entities.

3 69. Businesses have incurred and will continue to incur economic losses due to the
4 chemical retardant that was used to put out the North Bay Fires. Cal Fire dumped several million
5 gallons to try to control the blazes. The chemical used kills the plants it comes into contact with
6 and also harms the soil. Organic businesses incurred and will continue to incur economic losses
7 due to the foreseeable use of chemical retardant because the product contains fertilizer-type
8 materials that will ruin an organic accreditation. These conditions are ongoing and will continue
9 for an unknown time into the future.

10 70. Due to the nature and extent of the losses, the wine, agricultural, business,
11 tourism, and visitor services industries may not recover for a number of years, causing tax
12 revenue losses to the public entities for a number of years.

13 **E. IMPACT TO PUBLIC ENTITIES**

14 71. The Public Entities suffered injuries and damages including but not limited to the
15 following: loss of natural resources, open space, and public lands; loss of public parks; property
16 damages including real and personal property; fire suppression costs including personnel,
17 overtime labor costs, materials, and other fire suppression damages; evacuation expenses,
18 economic damages such as loss of tax revenue including property, sales, and transient occupancy
19 taxes; economic damages such as losses from impacts on business like activities; costs associated
20 with response and recovery including debris removal, emergency response, and other costs;
21 damage to infrastructure including but not limited to roads, sidewalks, water, stormwater and
22 sewer systems, and underground infrastructure, and other public entity-owned infrastructure;
23 damages based on soil erosion, and loss of soil stability and productivity; damages related to
24 water contamination including water quality preservation and correction expenses; loss of water
25 storage; loss of aesthetic value; and other significant injuries, damages, and losses directly
26 related to and caused by the Fires.

27 72. A further enumerated list of impacts to public entities includes but is not limited
28 to the following:

- a. Fire suppression costs;
- b. Administration, funding, and operation of emergency operations centers;
- c. Administration, funding, and operation of evacuation centers and shelters;
- d. Securing and managing burn areas, including safe re-entry for the public;
- e. Staff overtime, labor costs, personnel, and other materials;
- f. Additional law enforcement costs;
- g. Lost work and productivity due to public entity employees unable to return to work;
- h. Loss of natural resources, open space, wildlife, and public lands;
- i. Loss of parks, including damage to real property and to recreational opportunities and programs, and the revenue generated therefrom;
- j. Destruction or damage to public infrastructure, including but not limited to roads, sidewalks, water storage facilities, water distribution systems, sewer collection systems, stormwater systems, fire stations, and other infrastructure;
- k. Damage or harm to facility and infrastructure lifespan, including water treatment facilities and landfills;
- l. Costs of debris removal and related administrative obligations;
- m. Costs of facilitating/administering community rebuilding efforts, staffing and administration of permitting centers;
- n. Costs of administering community outreach efforts, including towards revisions to new ordinances, guidelines, and rules, and housing assistance programs and policies;
- o. Costs of watershed, waterway, and water body management and protection;
- p. Damages related to soil erosion and mitigation, loss of soil stability and productivity, including management of risk of debris flow and landslides;
- q. Damages related to water contamination, including water quality preservation and correction expenses, including but not limited to repair and/or replacement of water treatment facilities or systems;

1 r. Economic damages including but not limited to loss of tax revenues such as
2 property, sales, business, and transient occupancy taxes;
3 s. Economic damages including but not limited to business like or proprietary
4 revenues, such as airport use, facility rentals, educational and recreational
5 programs and others;
6 t. Economic damages from loss of workforce housing;
7 u. Economic damages from damage to tourism and economic development, such as
8 overall branding and reputation;
9 v. Damages resulting from short and long term public health impacts, including
10 costs to provide educational, outreach, and other services;
11 w. Other impacts, injuries, and damages to public entities.
12 73. The public entities suffered other injuries and damages not yet identified
13 including those unique to the public entity plaintiffs.

14 **F. EACH NORTH BAY FIRE**

15 **1. The Atlas Fire**

16 74. The Atlas Fire that tore through Napa and Solano Counties was one of
17 California's most destructive wildfires. The Atlas Fire burned approximately 51,600 acres, and
18 damaged or destroyed at least 571 homes, wineries, and other structures, land, infrastructure, and
19 resources in Napa and Solano counties.

20 75. Cal Fire reported that the origin of the Atlas Fire was at or near Atlas Peak Road,
21 south of Lake Berryessa. Cal Fire also reported that the Atlas Fire started at or around 9:52 p.m.
22 on Sunday, October 8, 2017.⁷

23 76. Contemporaneous calls and reports indicated trees hitting **PG&E** power lines
24 and/or problems with other electrical equipment at or around the time and place the Atlas Fire
25 started. For example, in Napa County, a live oak tree and a live oak branch fell and struck two
26 electricity distribution lines near the City of Napa.

27
28 ⁷ http://cdfdata.fire.ca.gov/incidents/incidents_details_info?incident_id=1866 (last accessed
February 12, 2018).

1 77. As described in **PG&E** Electric Safety Incident Report No. 171020-8589, on
2 October 19, 2017, **PG&E** identified a broken tree limb and broken field-phase primary insulator
3 on the Pueblo 1104 **PG&E** facility at or near 4011 Atlas Peak Road, Napa, California. The
4 incident report notes, “An approximately 25 foot tree limb fell from a White Oak that was rooted
5 approximately 15 feet from the distribution conductors.” This incident occurred the day the
6 Atlas Fire began.⁸

7 78. As described in **PG&E** Electric Safety Incident Report No. 171023-8596, on
8 October 21, 2017, “**PG&E** identified a 19-inch diameter Oak tree, approximately 45 feet tall,
9 that broke at the base and took down one phase of the Pueblo 1104 (12 kV) Circuit near 3683
10 Atlas Peak Road. The butt of the Oak tree was completely burned and located 10 to 15 feet from
11 the distribution conductors.”⁹

12 79. Shortly after the fire, Cal Fire investigators were observed along Atlas Peak Road
13 looking closely at a line of oak trees whose branches extended through overhead utility lines on
14 the west side of the road, less than a quarter mile south of a sprawling ranch on the plateau of a
15 Napa peak. A twisted, fallen wire lay on the ground, surrounded by stake flags. A broken oak
16 branch precariously dangled overhead among the wires and other branches.¹⁰

17 **2. The Cascade/LaPorte Fires**

18 80. Collectively, the Cascade and LaPorte Fires destroyed over 450 structures and
19 homes, and other land, infrastructure, and resources.

20 81. Cal Fire reported that the origin of the Cascade Fire was at or near the intersection
21 of Cascade Way and Marysville Road, north of Collins Lake, California. The Cascade Fire
22 started at or around 11:03 p.m. on Sunday, October 8, 2017, and burned approximately 9,989
23 acres in Yuba County.¹¹

24
25
26 ⁸ <http://cpuc.ca.gov/pgefireincidentreports> (last accessed February 12, 2018).

27 ⁹ *Ibid.*

28 ¹⁰ <http://www.sfchronicle.com/news/article/where-the-blazes-began-12294729.php> (last accessed February 12, 2018).

¹¹ http://cdfdata.fire.ca.gov/incidents/incidents_details_info?incident_id=1871 (last accessed February 12, 2018).

1 82. Witnesses saw and/or reported trees hitting **PG&E** electrical lines and/or
2 problems with other electrical equipment at or around the same time and place the Cascade Fire
3 started. For example, in the half hour before the fire began, firefighters responded to at least two
4 trees falling into power lines and power lines falling across the road. When emergency
5 responders headed to the Cascade Fire, they warned each other of downed power lines to ensure
6 firefighter safety.¹²

7 83. Cal Fire reported that the origin of the LaPorte Fire was at or near the intersection
8 of LaPorte Road and Oro Bangor Highway, Bangor, California. The LaPorte Fire started at or
9 around 12:57 a.m. on early Monday, October 9, 2017, and burned approximately 6,151 acres in
10 Butte County.¹³ The Cascade and LaPorte Fires merged later that week.

11 84. Contemporaneous calls and reports indicated trees hitting **PG&E** electrical lines
12 and/or problems with other electrical equipment at or around the same time and place the
13 LaPorte Fire started. **PG&E** Electrical Safety Incident Report No. 171013-8569 shows that at or
14 around 11:20 p.m. on October 8, 2017, an oak tree limb broke and hit a nearby electrical wire at
15 or near 167 Darby Road, Bangor, California.¹⁴

16 3. The Cherokee Fire

17 85. Cal Fire reported that the origin of the Cherokee Fire was at or near the
18 intersection of Cherokee Road and Zonalea Lane in Oroville, California. Cal Fire also reported
19 that the Cherokee Fire started on Sunday, October 8, 2017, at or around 9:45 p.m. The fire
20 burned approximately 8,417 acres and destroyed 6 structures in Butte County, and other land,
21 infrastructure, and resources.¹⁵

22 86. Contemporaneous calls and reports indicated trees hitting **PG&E** electrical lines
23 and/or problems with other electrical equipment at or around the same time and place the
24

25 ¹² <https://www.mercurynews.com/2017/10/17/yuba-countys-cascade-fire-bore-similar-hallmarks-to-wine-country-fires/> (last accessed February 12, 2018).

26 ¹³ http://cdfdata.fire.ca.gov/incidents/incidents_details_info?incident_id=1870 (last accessed
27 February 12, 2018).

27 ¹⁴ <http://cpuc.ca.gov/pgfireincidentreports> (last accessed February 12, 2018).

28 ¹⁵ http://cdfdata.fire.ca.gov/incidents/incidents_details_info?incident_id=1865 (last accessed
February 12, 2018).

1 Cherokee Fire started. **PG&E** Electric Safety Incident Report No. 171010-8557 shows that at or
2 around 9:45 p.m. on October 8, 2017, an incident caused a broken tree limb and wires down on
3 the Clark Road 1102 **PG&E** facility at or near 3401 Cherokee Road, Oroville, California. The
4 tree was rooted approximately 15 feet from **PG&E** distribution conductors at approximately the
5 same location as the fire origin reported by Cal Fire.¹⁶

6 **4. The Honey Fire**

7 87. Cal Fire reported that the origin of the Honey Fire was at or near the intersection
8 of Honey Run Road and Merlin Lane, southwest of Paradise, California. Cal Fire also reported
9 that the Honey Fire started on Monday, October 9, 2017, at or around 3:05 p.m. The fire burned
10 approximately 150 acres in Butte County, and other land, infrastructure, and resources.¹⁷

11 88. Contemporaneous calls and reports indicated trees hitting **PG&E** electrical lines
12 and/or problems with other electrical equipment at or around the same time and place the Honey
13 Fire started. Witnesses observed downed power lines, exploding transformers, improper fuses,
14 improper connections, improper clearances, aged and defective poles, unrepaired poles, problems
15 with other electrical equipment, and/or down trees, tree limbs, and/or other vegetation in the area
16 in and around the Honey Fire.

17 **5. The Lobo Fire**

18 89. Cal Fire reported that the origin of the Lobo Fire was at or near Lone Lobo Trail
19 near Rough and Ready, California. Cal Fire also reports that the Lobo Fire started on early
20 Monday, October 9, 2017, at or around 12:01 a.m. The fire burned approximately 821 acres in
21 Nevada County, and other land, infrastructure, and resources.¹⁸

22 90. Contemporaneous calls and reports indicated trees hitting **PG&E** electrical lines
23 and/or problems with other electrical equipment at or around the same time and place the Lobo
24 Fire started. **PG&E** Electric Safety Incident Report No. 171012-8565 shows that at or around
25

26 ¹⁶ <http://cpuc.ca.gov/pgfireincidentreports> (last accessed February 12, 2018).

27 ¹⁷ http://cdfdata.fire.ca.gov/incidents/incidents_details_info?incident_id=1880 (last accessed
February 12, 2018).

28 ¹⁸ http://cdfdata.fire.ca.gov/incidents/incidents_details_info?incident_id=1877 (last accessed
February 12, 2018).

1 11:20 p.m. on October 8, 2017, a ponderosa pine tree fell on the Narrows 2102 **PG&E** Circuit at
2 or near 11218 Lone Lobo Trail, Nevada City, California. The tree was rooted approximately 50
3 feet from **PG&E** distribution conductors at approximately the same location as the fire origin
4 reported by Cal Fire.¹⁹

5 **6. The Maacama or No Name Fire**

6 91. The “Maacama” or “No Name” Fire was first reported at approximately 10:01
7 p.m. on Sunday, October 8, 2017, and originated near Maacama Lane and Chalk Hill Road in
8 Healdsburg just east of Maacama Creek.²⁰

9 92. The Maacama Fire burned approximately 50 acres, including sections of a
10 vineyard, and other land, infrastructure, and resources.

11 **7. The McCourtney Fire**

12 93. Cal Fire reported that the origin of the McCourtney Fire was at or near the
13 intersection of McCourtney Road and Highway 20 in Grass Valley, California. Cal Fire also
14 reported that the McCourtney Fire started on early Monday, October 9, 2017, at or around 12:00
15 a.m. The fire burned approximately 76 acres in Nevada County and destroyed 13 structures, and
16 other land, infrastructure, and resources.²¹

17 94. Contemporaneous calls and reports indicated trees hitting **PG&E** electrical lines
18 and/or problems with other electrical equipment at or around the same time and place the
19 McCourtney Fire started. **PG&E** Electric Safety Incident Report No. 171011-8563 shows that at
20 or around 11:00 p.m. on October 8, 2017, a broken ponderosa pine tree and wire were down on
21 the Grass Valley 1103 **PG&E** Circuit near 11253 Orion Way, Grass Valley, California. The tree
22 was rooted approximately 6 to 8 feet from **PG&E** distribution conductors and took down 3
23 primary conductors at approximately the same location as the fire origin reported by Cal Fire.²²

24
25 ¹⁹ <http://cpuc.ca.gov/pgefireincidentreports> (last accessed February 12, 2018).

26 ²⁰ Cal Fire did not give the “Maacama Fire” a name. It is also known to local residents as the “No
27 Name Fire” due to its proximity to No Name Road.

28 ²¹ http://cdfdata.fire.ca.gov/incidents/incidents_details_info?incident_id=1872 (last accessed
February 12, 2018).

²² <http://cpuc.ca.gov/pgefireincidentreports> (last accessed February 12, 2018).

8. The Nuns Fire

95. The Nuns Fire merged with the Adobe, Norrbom, Oakmont, Partrick, and Pressley Fires (collectively, the “Nuns Fire”). These fires destroyed approximately 1527 structures and homes, and other land, infrastructure, and resources.²³

96. Cal Fire also reported that the origin of the Partrick Fire, the first fire to merge with the Nuns Fire, was off Partrick Road west of Napa, California. The Partrick Fire started on Sunday, October 8, 2017, at or around 11:48 p.m. and burned in Napa County.²⁴

97. Contemporaneous calls and reports indicated trees hitting **PG&E** electrical lines and/or problems with other electrical equipment at or around the same time and place the Nuns Fire started. At least ten of the calls reported electrical problems, transformer explosions, transformer fires, arcing transformers, down power lines, arcing power lines, and/or flames in trees. Further, several calls reported problems with electrical equipment in the vicinity of the Nuns Fire, including a call at approximately 9:43 p.m. reporting trees and wires down and a call at approximately 10:40 p.m. reporting a blown transformer.²⁵

98. **PG&E** Electric Safety Incident Report No. 171010-8558 shows that at or around 10:00 p.m. on October 8, 2017, a broken eucalyptus tree and wire was down on the Dunbar 1101 **PG&E** facility at or near 8555 Sonoma Highway near Kenwood, California. The tree was rooted approximately 50 feet from **PG&E** fallen lines, and took down 3 primary conductors.²⁶ Further, **PG&E** Electric Safety Incident Report No. 171016-8576 shows that at or around 1:00 a.m. on October 9, 2017, an alder tree broke at the top and fell on an open wire at or near 1210 Nuns Canyon Road near Glen Ellen, California. The tree was rooted approximately 30 feet from **PG&E** overhead secondary distribution conductors.²⁷ The sites of these **PG&E** incidents are

²³ <http://www.latimes.com/projects/la-me-northern-california-fires-structures> (last accessed February 12, 2018).

²⁴ http://cdfdata.fire.ca.gov/incidents/incidents_details_info?incident_id=1869 (last accessed February 12, 2018).

²⁵ <http://www.mercurynews.com/2017/10/10/pge-power-lines-linked-to-wine-country-fires> (last accessed February 12, 2018).

²⁶ <http://cpuc.ca.gov/pgfireincidentreports> (last accessed February 12, 2018).

²⁷ *Ibid.*

1 near or the same location as the two origin locations of Nuns Fire origin reported by Cal Fire.

2 99. Cal Fire reported that the origin of the Nuns Fire was at or near Highway 12 north
3 of Glen Ellen, California. Cal Fire also reported that the Nuns Fire started on Sunday, October 8,
4 2017, at or around 10:00 p.m. The fire burned approximately 56,556 acres in Napa and Sonoma
5 Counties.²⁸

6 100. At or around the start time of the Nuns Fire, **PG&E's** website for electrical
7 outages reported two outages at or very near the origin of the Nuns Fire. The first outage was
8 reported at 10:31 p.m. on October 8, 2017, stating "found a broken power pole in the area." The
9 second **PG&E** outage at or near the origin of the Nuns Fire was reported at 11:50 p.m. on
10 October 8, 2017, stating "found a broken power pole in the area."²⁹

11 101. For the Partrick Fire, **PG&E** Electric Safety Incident Report No. 171020-8586
12 shows that on or around October 8, 2017, an oak tree fell and took down one phase of the Pueblo
13 2103 **PG&E** Circuit at or near 1721 Partrick Road near Napa, California. The tree was rooted
14 approximately 44 feet from **PG&E** distribution conductors at or near the same location as the
15 origin of the Partrick Fire reported by Cal Fire.³⁰ After the fire was extinguished, witnesses
16 observed Cal Fire investigators looking at downed power lines near the suspected origin point of
17 the Partrick Fire.³¹

18 102. Further, at or near the start time of the Partrick Fire, **PG&E's** website reported
19 four separate outages at or very near the origin of the Partrick Fire. All four outages reflected the
20 same outage cause: "found a broken power pole in the area." The date and time stamps were the
21 same as well: 1:47 a.m. on October 9, 2017.³²

22 ///

23
24 ²⁸ http://cdfdata.fire.ca.gov/inrerecidents/incidents_details_info?incident_id=1868 (last accessed
February 12, 2018).

25 ²⁹ These quotes appeared on https://m.pge.com/?WT.pgeac=Home_Outages#outages but are no
longer available on that site.

26 ³⁰ *Ibid.*

27 ³¹ <http://www.sfchronicle.com/news/article/where-the-blazes-began-12294729.php> (last accessed
February 12, 2018).

28 ³² These quotes appeared on https://m.pge.com/?WT.pgeac=Home_Outages#outages but are no
longer available on that site.

1 **9. The Pocket Fire**

2 103. Cal Fire reported that the origin of the Pocket Fire was at or near the intersection
3 of Pocket Ranch Road and Ridge Ranch Road in Geyserville, California. Cal Fire also reported
4 that the Pocket Fire started on early Monday, October 9, 2017, at or around 3:30 a.m. The fire
5 burned approximately 17,357 acres in Sonoma County, and other land, infrastructure, and
6 resources.³³

7 104. Contemporaneous calls and reports indicated trees hitting **PG&E** electrical lines
8 and/or problems with other electrical equipment at or around the same time and place the Pocket
9 Fire started. **PG&E** Electric Safety Incident Report No. 171021-8592 shows that at or around
10 3:30 a.m. on October 9, 2017, there was a broken oak tree limb and wire down on the Cloverdale
11 1102 **PG&E** facility near the intersection of Ridge Ranch Road and Ridge Oaks Road near
12 Geyserville, California. The tree was rooted approximately 15 feet from **PG&E's** lines at
13 approximately the same location as the fire origin reported by Cal Fire.³⁴

14 **10. The Point Fire**

15 105. Cal Fire reported that the origin of the Point Fire was at or near the intersection of
16 Highway 26 and Higdon Road in West Point, California. Cal Fire also reported that the Point
17 Fire started on early Monday, October 9, 2017, at or around 1:10 a.m. The fire burned
18 approximately 130 acres in Calaveras County, and other land, infrastructure, and resources.³⁵

19 106. Contemporaneous calls and reports indicated trees hitting **PG&E** electrical lines
20 and/or problems with other electrical equipment at or around the same time and place the Point
21 Fire started. **PG&E** Electric Safety Incident Report No. 171009-8554 shows that at or around
22 10:00 a.m. on October 9, 2017, there was a broken tree limb and wire down on the West Point
23 1102 **PG&E** facility at or near 22894 Highway 26, West Point, California. The tree was rooted
24

25
26 ³³ http://cdfdata.fire.ca.gov/incidents/incidents_details_info?incident_id=1883 (last accessed
February 12, 2018).

27 ³⁴ <http://cpuc.ca.gov/pgefireincidentreports> (last accessed February 12, 2018).

28 ³⁵ http://cdfdata.fire.ca.gov/incidents/incidents_details_info?incident_id=1875 (last accessed
February 12, 2018).

1 approximately 50 feet from **PG&E's** distribution conductors at approximately the same location
2 as the fire origin reported by Cal Fire.³⁶

3 **11. The Redwood Valley Complex Fire**

4 107. Cal Fire reported that the origin of the Redwood Valley Fire was north of
5 Highway 20, west of Mendocino National Forest, and south of Black Bart, California, and that it
6 started on October 8, 2017, at or around 11:36 p.m. Cal Fire also reported that the origin of the
7 Potter Fire was near Busch Lane in Pottery Valley. The fires merged into each other and became
8 commonly referred to as the Redwood Valley Complex Fire. Collectively the fires burned
9 approximately 36,526 acres in Mendocino County, and destroyed or damaged around 588 homes
10 and structures.

11 108. Contemporaneous calls and reports indicated trees hitting **PG&E** electrical lines
12 and/or problems with other electrical equipment at or around the same time and place the
13 Redwood Valley and Potter Fire started. **PG&E** Electric Safety Incident Report No. 171009-
14 8553 shows that at or around 11:35 p.m. on October 8, 2017, there was a wire down and broken
15 tree near structure 0/8 of the **PG&E** Potter Valley-Mendocino transmission line in Potter Valley,
16 California. **PG&E** found a broken tree top near the downed conductor. The tree was rooted
17 approximately 60 feet from **PG&E's** transmission line at approximately the same location as the
18 fire origin reported by Cal Fire.³⁷

19 **12. The Sullivan Fire**

20 109. The Sullivan Fire was first reported at approximately 12:17 a.m. on Monday,
21 October 9, 2017, and originated near 4822 Sullivan Way in Santa Rosa, California, and damaged
22 land, infrastructure and resources.

23 110. Contemporaneous calls and reports indicated arcing activity or problems with
24 **PG&E** electrical equipment at the same time and place the Sullivan Fire started. **PG&E** Electric
25 Safety Incident Report No. 171015-8573 shows that fire damaged two structures "at or near 4818
26 Sullivan Way" and upon arrival at the scene, **PG&E** "noticed a possible issue with the secondary
27

28 ³⁶ <http://cpuc.ca.gov/pgefireincidentreports> (last accessed February 12, 2018).

³⁷ <http://cpuc.ca.gov/pgefireincidentreports> (last accessed February 12, 2018).

conductor.”³⁸

13. The Sulphur Fire

111. Cal Fire reported that the origin of the Sulphur Fire was off of Highway 20 at Sulphur Bank Road, Clearlake Oaks, California. Cal Fire also reported that the Sulphur Fire started on Sunday, October 8, 2017, at or around 11:59 p.m. The fire burned approximately 2,207 acres in Lake County³⁹ and destroyed approximately 162 homes, businesses, and outbuildings, and other land, infrastructure, and resources.⁴⁰

112. Contemporaneous calls and reports indicated trees hitting **PG&E** electrical lines and/or problems with other electrical equipment at or around the same time and place the Redwood Valley Complex Fire started. **PG&E** Electric Safety Incident Report No. 171011-8562 shows that at or around 11:55 p.m. on October 8, 2017, there were two broken poles on the Redbud 1102 **PG&E** Circuit near the intersection of Pomo Road and Sulphur Bank Road near Clearlake, California. The top section of Fuse Cutout Pole 1447 had broken and fallen to the ground. In addition, a pole one span to the west was burned and fell to the ground.⁴¹ The site of this **PG&E** incident is approximately the same location as the fire origin reported by Cal Fire, and that at least one of these poles was rotten and riddled with woodpecker holes.

14. The Tubbs Fire

113. The fire destroyed over 5,000 homes and several thousand additional structures, burned over 36,807 acres across Sonoma and Napa Counties, and other land, infrastructure, and resources.

114. Cal Fire reported that the origin of the Tubbs Fire was at or near the intersection of Highway 128 and Bennett Lane, Calistoga, California. Cal Fire also reported that the Tubbs Fire started on Sunday, October 8, 2017, at or around 9:45 p.m.⁴²

³⁸ <http://cpuc.ca.gov/pgfireincidentreports> (last accessed March 9, 2018).

³⁹ http://cdfdata.fire.ca.gov/incidents/incidents_details_info?incident_id=1876 (last accessed February 12, 2018).

⁴⁰ <https://yubanet.com/Fires/sulphur> (last accessed February 12, 2018).

⁴¹ <http://cpuc.ca.gov/pgfireincidentreports> (last accessed February 12, 2018).

⁴² http://cdfdata.fire.ca.gov/incidents/incidents_details_info?incident_id=1867 (last accessed February 12, 2018).

1 115. Contemporaneous calls and reports indicated trees hitting **PG&E** electrical lines
2 and/or problems with other electrical equipment at or around the same time and place the Tubbs
3 Fire started. At least ten of the calls reported electrical problems, transformer explosions,
4 transformer fires, arcing transformers, down power lines, arcing power lines, and/or flames in
5 trees. Further, several calls reported problems with electrical equipment in the vicinity of the
6 Tubbs Fire, including a call at approximately 9:24 p.m. reporting a **PG&E** transformer
7 explosion, a call at approximately 9:58 p.m. reporting down power lines, a call at approximately
8 10:14 p.m. reporting flames in trees, and a call at approximately 10:34 p.m. reporting falling
9 power line wires.⁴³

10 116. One witness in Santa Rosa observed a power line and/or transformer near his
11 home sparking for approximately two minutes at or around 9:50 p.m. on October 8, 2017. The
12 sparks fell onto trees that were right next to **PG&E's** power lines and other electrical equipment.
13 After the sparking stopped, the witnesses' neighborhood lost power and **PG&E's** power lines
14 and/or other electrical equipment fell down. This sparking occurred just outside of the Tubbs
15 Fire.⁴⁴

16 117. At or around the start time of the Tubbs Fire, **PG&E's** website for electrical
17 outages reported two outages right next to each other at or very near the origin of the Tubbs Fire.
18 The causes of the **PG&E** outages read: "found damaged equipment on a power pole," and "fire
19 in the area." The start time of both outages was exactly 8:51 p.m. on October 8, 2017 –
20 immediately preceding the reported start time of the Tubbs Fire.⁴⁵

21 118. After containment of the Tubbs Fire, there was caution tape around the **PG&E**
22 power pole located at or near Highway 128 and Bennett Lane, where the outage reports
23 originated. There were several trees dangerously close to the subject power pole and the electric
24

25
26 ⁴³ <http://www.mercurynews.com/2017/10/10/pge-power-lines-linked-to-wine-country-fires> (last
accessed February 12, 2018).

27 ⁴⁴ <http://abc7news.com/i-team-pg-e-workers-believe-hurricane-level-winds-caused-deadly-north-bay-wildfires-power-line-damage/2525497> (last accessed February 12, 2018).

28 ⁴⁵ This quote appeared on https://m.pge.com/?WT.pgeac=Home_Outages#outages but is no
longer available on that site.

wires coming off the pole. There was also electric equipment on the ground that appeared to have come off the pole.

15. The Highway 37 Fire

119. Cal Fire reported that the origin of the Highway 37 Fire was at or near the intersection of Highway 37 and Lakeville Highway near Sonoma, California. Cal Fire also reported that the Highway 37 Fire started on October 9, 2017, at or around 2:00 p.m., and burned approximately 1,660 acres in Sonoma County, and other land, infrastructure, and resources.⁴⁶

120. **PLAINTIFFS** are informed that witnesses observed downed power lines, exploding transformers, improper fuses, improper connections, improper clearances, aged and defective poles, unrepaired poles, problems with other electrical equipment, and/or down trees, tree limbs, and/or other vegetation in the area in and around the Highway 37 Fire.

G. PG&E'S ACTS AND OMISSIONS CAUSED AND CONTRIBUTED TO CAUSING THE NORTH BAY FIRES

1. The 2013 Liberty Report Found that PG&E's Distribution System Presented "Significant Safety Issues"

121. On May 6, 2013, a report was sent to the Safety and Enforcement Division of the CPUC from the Liberty Consulting Group who had been retained to conduct an independent review of capital and operations and maintenance expenditures proposed by PG&E (hereinafter the "2013 Liberty Report").⁴⁷ The 2013 Liberty Report concluded that: "several aspects of the PG&E distribution system present significant safety issues." It also found: (a) "addressing risks associated with electrical distribution components has been overshadowed by electric transmission and gas facilities;" (b) "addressing aging infrastructure and adding SCADA to the system comprise the major focuses of safety initiatives for the distribution system;" and (c) "current employee/contractor serious injury and fatality levels require significantly greater mitigation."

⁴⁶ http://cdfdata.fire.ca.gov/incidents/incidents_details_info?incident_id=1882 (last accessed February 12, 2018).

⁴⁷ <http://docs.cpuc.ca.gov/publisheddocs/efile/g000/m065/k394/65394210.pdf> (last accessed February 12, 2018).

1 **2. The 2013 Liberty Report Found that PG&E's Equipment Was Highly**
2 **Susceptible to Failure**

3 122. One of the first key findings of the 2013 Liberty Report was that **PG&E** had a
4 "large amount of small size obsolete conductor remaining on **PG&E's** system." **PG&E** has
5 113,000 miles of conductors, and according to the report, over 60 percent of those conductors are
6 highly susceptible to failure. The conductors are very small, and generally more susceptible to
7 breaking than standard size conductors. As a conductor ages, it becomes even more susceptible
8 to breaking. Weather conditions, such as winds and lightning strikes, will also wear a small
9 conductor more than larger ones. For these reasons, "[t]his conductor was once popular, but is
10 now recognized as obsolete, due to its small size."

11 123. **PG&E's** failure to replace these undersized and obsolete conductors was a
12 proximate cause of the North Bay Fires and Plaintiffs' harm and damages arising therefrom.

13 **3. PG&E Failed to Inspect, Maintain, Repair, and/or Replace Its**
14 **Equipment**

15 124. **PG&E** failed to perform the necessary inspections, maintenance, repair, and/or
16 replacement of its electrical equipment.

17 125. A 2015 audit of **PG&E's** Sonoma Division revealed that there were over 3,500
18 unfilled **PG&E** repair and maintenance requests in the area of the Tubbs Fire.⁴⁸

19 126. In a December 31, 2015, letter to **PG&E** regarding the audit, Fayi Daye, a
20 supervising electric safety regulator with the CPUC, outlined the violations found in the review
21 of records between 2010 and 2015 and a spot check of **PG&E** electrical distribution equipment.
22 She stated the following:

23 **PG&E's** records indicated that from August 2010 to September 21, 2015,
24 a total of **3,527 work orders were completed past their scheduled date**
25 **of corrective action** per **PG&E's** Electric Notification Prioritization
26 Standards. Late work orders included overhead and underground

27 ⁴⁸ [http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Safety/](http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Safety/Electric_Safety_and_Reliability/Reports_and_Audits/Electric_Facilities/EA2015-018.pdf)
28 [Electric_Safety_and_Reliability/Reports_and_Audits/Electric_Facilities/EA2015-018.pdf](http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Safety/Electric_Safety_and_Reliability/Reports_and_Audits/Electric_Facilities/EA2015-018.pdf) (last accessed
February 12, 2018).

1 facilities.⁴⁹

2 127. The letter concluded that these delays violated CPUC General Order No. 128,
3 Rule 17.1, which sets forth the CPUC's design, construction, and maintenance rules for electrical
4 systems.

5 128. The audit also reviewed **PG&E's** maps for its electrical distribution lines and
6 found that over 50 pieces of overhead equipment - including pole mounted transformers and
7 power lines has not been inspected every year as required by law. This was a violation of CPUC
8 General Order No. 165, § 111-B, which sets forth standards for inspections.⁵⁰

9 129. Further, according to records maintained by Cal Fire, approximately 135 fires in
10 Sonoma and Napa Counties were caused by electrical equipment from 2011 through 2015.⁵¹ In
11 2015, the last year of reported data, electrical power problems sparked the burning of 149,241
12 acres across California – more than twice the amount from any other cause.⁵²

13 130. Since prior to 1996, **PG&E** has known or should have known that its choice of
14 chemical treatments for its poles can also make its equipment unsafe. For example, **PG&E** uses
15 and has used poles treated with pentachlorophenol in liquefied petroleum gas by the Cellon®
16 process. Those poles tend to experience surface decay below ground regardless of the type of
17 wood used for the poles. As a result, digging inspections are required for poles treated by these
18 processes for all wood types. However, **PG&E** has failed to conduct the proper inspections.
19 Further, when **PG&E** has been advised of necessary repairs to such poles, failed to repair the
20 poles in a timely manner.

21 131. According to the 2017 CPUC Order Instituting Investigation into the Creation of a
22 Shared Database or Statewide Census of Utility Poles and Conduit:

23 Poorly maintained poles and attachments have caused substantial property
24 damage and repeated loss of life in this State. For example, inadequate

25 ⁴⁹ *Ibid.*

26 ⁵⁰ *Ibid.*

27 ⁵¹ http://www.fire.ca.gov/fire_protection/fire_protection_fire_info_redbooks (last accessed
February 12, 2018).

28 ⁵² <http://www.latimes.com/business/la-fi-utility-wildfires-20171017-story.html> (last accessed
February 12, 2018).

1 clearance between communication and power lines, perhaps in
2 conjunction with a broken cable lashing wire, caused the Southern
3 California Guejito Fire of 2007 which (together with the Witch Fire)
4 burned 197,990 acres and caused two deaths. Three more deaths occurred
5 in 2011 when an electrical conductor separated from a pole in high winds,
6 causing a live wire to fall to the ground. At least five more people lost
7 their lives in pole-related failures in 2012 and 2015.

8 Unauthorized pole attachments are particularly problematic. A pole
9 overloaded with unauthorized equipment collapsed during windy
10 conditions and started the Malibu Canyon Fire of 2007, destroying and
11 damaging luxury homes and burning over 4500 acres. Windstorms in
12 2011 knocked down a large number of poles in Southern California, many
13 of which were later found to be weakened by termites, dry rot, and fungal
14 decay.

15 Communication and other wires are not infrequently found hanging onto
16 roads or yards. Poles with excessive and/or unauthorized attachments can
17 put utility workers at risk. Facilities deployed in the field may differ from
18 what appears on paper or in a utility's database.⁵³

19 132. In the June 29, 2017 CPUC press release for the investigation, CPUC President
20 Michael Picker stated, "Plain old wooden poles, along with their cousins, the underground
21 conduits, are work horses, carrying most of our power and telecommunications. They sometimes
22 get crowded and fail, causing outages and fires because of all the equipment crammed onto
23 them." Further, "Not knowing where all the poles are and who owns them, how loaded they are,
24 how safe they are, and whether they can handle any additional infrastructure, is problematic to
25 both the utilities and to the CPUC. Creating a database of utility poles could help owners track
26 attachments on their poles and manage necessary maintenance and rearrangements, and can help
27 the CPUC in our oversight role."⁵⁴

28 133. **PG&E's** failure to conduct proper and regular inspections of its wood utility
poles and failure to replace them or make necessary repairs contributed to causing the North Bay
Fires.

⁵³ <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M190/K872/190872933.pdf> (last
accessed February 12, 2018).

⁵⁴ <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M191/K560/191560905.pdf> (last
accessed February 12, 2018).

1 4. **PG&E Failed to Ensure Its Infrastructure Could Withstand**
2 **Foreseeable Weather Conditions as Required by Law**

3 134. Despite **PG&E's** public protestations to the contrary, Northern California did not
4 experience uncommon weather patterns the night the North Bay Fires began. Readings at
5 weather stations in the areas impacted by the North Bay Fires show that winds were at
6 foreseeable levels when **PG&E's** electrical equipment began to fail. For example, on October 8,
7 2017, a weather station in Santa Rosa in the vicinity of the Tubbs Fire recorded wind gusts of
8 about 30 miles per hour at or around 9:29 p.m. About an hour later, the same station recorded
9 wind gusts of 41 miles per hour. These wind speeds were surpassed in other recent storms in the
10 area on a number of occasions.

11 135. According to **PG&E's** 2014 Annual Electric Distribution Reliability Report, sent
12 to the CPUC on February 27, 2015, weather conditions have accounted for many of the top ten
13 **PG&E** electrical outages each year since at least 2004, putting the utility on notice that these
14 weather conditions occur and that they can cause electrical problems. For example, four of the
15 "ten largest 2004 outage events" for **PG&E** occurred in the Santa Rosa and Sonoma areas where
16 winds were documented in the 35 to 65 mph range, much higher levels than those of October 8,
17 2017.⁵⁵

18 136. **PG&E's** largest outage in 2009 was caused by a strong early season storm that
19 "affected the entire service area with many stations reporting wind gusts over 50 mph. National
20 Weather Service records indicate this storm was the strongest October rain and wind event since
21 1962. Therefore, **PG&E** had notice of the type of winds that occurred on October 8, 2017, the
22 night the North Bay Fires began.

23 137. **PG&E's** wood utility poles in the areas where the North Bay Fires began did not
24 meet the wind load and safety factors required by CPUC General Order 95, Rule 48, under which
25 wood utility poles must be replaced if they are not strong enough to withstand wind speeds of 92
26 mph. No weather station in the areas affected by the North Bay Fires recorded wind speeds at or
27

28 ⁵⁵ <https://www.pge.com/includes/docs/pdfs/myhome/outages/outage/reliability/AnnualElectricDistributionReliabilityReport.pdf> (last accessed February 12, 2018).

1 above 92 mph on the night of October 8, 2017.

2 138. **PG&E's** failure to replace old and deteriorated wood utility poles that did not
3 meet the strength and safety requirements of CPUC General Order 95, Rule 48, and that could
4 not withstand wind speeds of less than 92 mph contributed to the cause of the North Bay Fires.

5 **5. PG&E's Unsafe Use of Reclosers**

6 139. Another key finding of the 2013 Liberty Report was that on a daily basis and in
7 36 percent of cases, **PG&E** cannot remotely de-energize a downed line and must send someone
8 on-site to manually turn off the feed. An energized downed line is a hazard, and, according to
9 the 2013 Liberty Report, this hazard has "contributed to a number of fatalities and injuries."

10 140. **PG&E** has a long-standing practice of using reclosers throughout its system to
11 automatically restart power after interruptions, even though it knows these devices may cause
12 wildfires. Reclosers are circuit breakers equipped with a mechanism that can automatically
13 "reclose" the breaker and reenergize a power line after it has been "opened" due to a fault. Many
14 of **PG&E's** reclosers are set to reenergize the line up to three times after a fault.

15 141. Reclosers are key tools to prevent power blackouts, but if a fault occurs from
16 contact between a line and a tree or vegetation, reenergizing the line can ignite fires. This danger
17 is so significant that the other two major utilities in California, San Diego Gas & Electric
18 Company and Southern California Edison, have reprogrammed their electrical systems during fire
19 seasons to ensure that reclosers do not automatically restart electrical currents after a service
20 interruption.

21 142. **PG&E** knew that its reclosers posed a great risk of wildfire but has only taken
22 slow and incomplete steps to eliminate that risk. At a Congressional hearing in 2015, **PG&E's**
23 Senior Vice President of Electrical Operations, Patrick Hogan, stated that **PG&E** had the ability
24 to reprogram its reclosers during fire season to not restart power. Patrick Hogan claimed that
25 shutting down power means "you take the reliability hit, but you gain the wildfire benefit."⁵⁶

26 143. In contrast to San Diego Gas & Electric Company and Southern California Edison

27
28 ⁵⁶ <http://www.sfchronicle.com/bayarea/article/Power-line-restart-device-implicated-in-past-12324764.php> (last accessed February 12, 2018).

1 having disabled all of their reclosers from reenergizing lines during fire season, and despite its
2 own knowledge of the dangers posed by reclosers, **PG&E** began an experimental pilot program
3 in 2017 to reprogram its reclosers that only affected a limited area of California.

4 144. Even before the Butte Fire in 2015, **PG&E** began a process of replacing all
5 reclosers that can only be programmed or controlled on-site with reclosers that can be remotely
6 programmed and controlled. However, that process has been so slow and deliberate many of its
7 reclosers must still be programmed or controlled only at the site where they are installed.

8 145. On its own initiative, **PG&E** did not turn off a number of reclosers on
9 transmission and distribution systems in the area of the North Bay Fires. Instead, **PG&E** left
10 those reclosers active and did not turn them off until directed to do so by Cal Fire between
11 October 12 and 15, 2017.

12 146. **PG&E's** failure to turn off its reclosers during fire season and its failure to ensure
13 all of its reclosers could be programmed and controlled remotely proximately caused the North
14 Bay Fires and the injuries, deaths, harm and property destruction arising therefrom.

15 **6. PG&E Knew That Its Down-Guy Design Was Flawed and Could Cause**
16 **Ground Currents That Create Arcing and Spark Vegetation**

17 147. Electrical arcing is a process by which guy wires or “down-guys,” when designed
18 improperly and/or installed according to improper design, conduct ground current at ground level
19 during high winds, igniting fires to nearby vegetation. Guy wires are the metal support cables
20 that are used to tie electrical poles to the ground. **PG&E** utilizes an inverted “V” shape design
21 without any separation or in-line insulators as an attempt to help its poles withstand high wind.
22 However, in **PG&E's** sub-transmission design, **PG&E** does not separate the connection at the
23 pole by 12 inches, utilize any in-line insulator to prevent ground current from flowing, or utilize
24 a shunt so when ground current exists it does not cause an electrical arc. In addition, if not
25 properly maintained, the down-guys become loose. In high wind conditions, when the poles
26 sway and ground currents exist, arcing occurs. With the combination of high winds, swaying
27 poles, loose connections, two down-guys attached by a common bolt, and ground current,
28 electrical arcing occurs, igniting local vegetation.

1 148. It is believed that arcing from San Diego Gas & Electric wires was the cause of
2 the 2007 San Diego "Witch Creek" Fires, in addition to the 2003 Cedar and Paradise Fires.

3 149. The down-guy design utilized by **PG&E** is a violation of CPUC General Order
4 Number 95. Industry experts have demonstrated to the CPUC and California utilities how the
5 dangerous design causes arcing and fires for over a decade. They believe this design is
6 unreasonably dangerous and that the fix is cheap and easy. CPUC General Order Number 95
7 sets forth two possible solutions: either have a 12-inch separation on a pole; or add an in-line
8 insulator. An additional solution is adding a shunt from the down-guy anchor to the down-guy
9 itself. All three inexpensive solutions prevent electrical arcs at ground levels that ignite fires.

10 **7. PG&E's Reckless Adoption of the VMII Program Where It Paid Its**
11 **Contractors to Cut Fewer Trees**

12 150. **PG&E's** Vegetation Management Program performs two types of tree work:
13 annual routine compliance tree work and reliability tree work.

14 151. Annual routine compliance work focuses on maintaining regulatory distances
15 between energized conductors and vegetation. Reliability tree work focuses on locations where
16 there has been a history of vegetation-related outage problems based on three historical indexes:
17 System Average Interruption Frequency Index ("SAIFI"), Customer Experiencing Multiple
18 Interruption ("CEMI"), and System Average Interruption Duration Index ("SAIDI").

19 152. In 2006, PG&E's Vegetation Management Program adopted the "Vegetation
20 Management Incentive Initiative" ("VMII"). The ostensible purpose of VMII was to reduce the
21 annual routine compliance tree work and share the resulting cost savings with the contractors
22 whose compensation would be reduced by the loss of actual work. The actual purpose of VMII
23 was to shift costs from annual routine compliance work to fund additional reliability work.

24 153. For example, in 2011, PG&E set a goal to reduce routine "units" worked from
25 1.18 million trees in 2011 to 1 million in 2012 in order to increase the amount of money
26 available for reliability work by \$20 million. In 2012, PG&E set a goal to goal to reduce routine
27 "units" worked by 25 percent in 2013 in order to increase the amount of money available for
28 reliability work by \$35 million. In 2013, PG&E only performed routine patrol inspections on 75

1 percent of its distribution circuits, using the cost savings to increase its reliability patrols. In
2 2014, PG&E set a goal to reduce routine units worked by 7.5 percent annually through 2016.

3 154. Between 2006 and 2013, PG&E actually reduced the number of routine trees
4 worked from 1.7 million to 1.25 million in 2013, paid contractors \$85 million, and increased
5 reliability spending by \$134 million. During that time, customer satisfaction as measured by
6 SAIFI increased by 40 percent.

7 155. Most of PG&E's annual routine compliance work is performed in rural areas in
8 California, while most of PG&E's "reliability" work is performed in the more densely populated
9 urban or semi-urban areas where outages will generate more complaints per square mile than in
10 the rural counties served by PG&E. Although the actual vegetation management work
11 performed in the annual routine compliance patrols and the reliability patrols is virtually the
12 same, PG&E's only comprehensible rationale for differentiating the "two types of work" is that
13 the "reliability" work is directed at reducing statistical measurements of customer dissatisfaction
14 over outages and that goal can be better accomplished by concentrating on work in urban or
15 semi-urban areas at the expense of work needed in rural areas.

16 156. Under PG&E's bonus incentive program, reducing the number of customer
17 complaints over outages leads to an increased likelihood of increases in executive and
18 management bonuses.

19 157. PG&E's reckless implementation and continued application of VMII proximately
20 caused the North Bay Fires and the injuries, deaths, harm and property destruction arising
21 therefrom.

22 **8. PG&E Failed to Fully Employ LiDAR to Identify Hazard Trees**

23 158. LiDAR (an acronym for "Light Detection and Ranging") is a surveying method
24 that measures distances to a target by illuminating that target with a pulsed laser light and
25 measures the reflected pulses with a sensor. These light pulses, when combined with other data
26 recorded by the system, orthoimagery, and hyperspectral data, can generate precise three-
27 dimensional images and information about the shape of the Earth and objects such as buildings
28 or trees.

1 159. When used in a vegetation management program for electric utilities, LiDAR
2 scans and analyses can be used to identify trees that have the potential for contacting conductors,
3 whether because of proximity to the conductors or are dead, diseased, or dying. Annual LiDAR
4 scans analyze the electric system and the change in the dead or diseased vegetation by comparing
5 one year's data to the prior year's inventory of dead or diseased trees. When the analysis is
6 conducted over a subset dataset, it can provide a statistical understanding in the percent change
7 in vegetation identified as dead or diseased.

8 160. **PG&E's** use of LiDAR is funded by its "Catastrophic Event Memorandum
9 Account" ("CEMA"). If a catastrophic event is declared a state of emergency by the state or
10 federal government, then utilities like **PG&E** can record costs caused by the event in this
11 memorandum account. By recording these costs, the utilities can later ask for recovery of these
12 costs from the CPUC.

13 161. In 2014, **PG&E** began to use LiDAR to scan and analyze small sections of its
14 electric transmission and distribution system. In 2015, **PG&E** employed a contractor who
15 created spatially accurate alignment information for approximately 10 percent of **PG&E**
16 distribution lines using LiDAR and imagery. The contractor identified 2.2 million "Hazard
17 Trees" in the LiDAR data having the potential to fail-in or encroach on distribution lines,
18 performed "dead and diseased analysis" on 1.6 million trees, and identified 23,000 trees as
19 potentially dead or diseased.

20 162. In 2015, **PG&E** scheduled the LiDAR contractor's deliverables for October 2015
21 at the very tail end of California's fire season. The contractor's final product identified the 44
22 foot-tall gray pine that started the Butte Fire as a "Hazard Tree" that had the potential to fall into
23 one of **PG&E's** distribution lines, but unfortunately **PG&E** received the information over a
24 month after the Butte Fire started.

25 163. In 2016 and 2017, **PG&E** again employed LiDAR technology to scan and
26 analyze its electric transmission and distribution system, but only employed the technology in
27 limited sections of that system, and again scheduled the deliverables at the tail end of the
28 California wildfire season.

1 164. **PG&E's** failure to fully employ LiDAR technology in the area of the North Bay
2 Fires and its failure to timely schedule deliverables of LiDAR analyses proximately caused the
3 North Bay Fires and the injuries, harm and property destruction arising therefrom.

4 9. **PG&E Failed to Treat the Conditions of Its Aging Electrical Assets as**
5 **an Enterprise-Level Risk**

6 165. Another recommendation of the 2013 Liberty Report was "the establishment of a
7 formal asset management program in Electric Operations." According to the report, "aging
8 infrastructure is best addressed by having a strategic asset management program in place. These
9 types of programs, such as the PAS 55 program, force a detailed and thorough condition
10 assessment survey of the major assets. These types of formal programs also take failure modes
11 into consideration. Long term sustainable plans can then be prepared to address the asset
12 conditions. A sustainable asset management will mitigate system safety risks from aging
13 infrastructure, which constituted a major portion of the safety items in this GRC."

14 166. The 2013 Liberty Report specifically recommended that "**PG&E** treat aging
15 infrastructure as an enterprise-level risk."

16 167. **PG&E's** failure to treat its aging infrastructure as an enterprise-level risk
17 proximately caused the North Bay Fires and the injuries, deaths, harm and property destruction
18 arising therefrom.

19 10. **PG&E's "Run to Failure" Approach to Maintenance**

20 168. **PG&E's** failure to address the "significant safety hazards" identified by the 2013
21 Liberty Report; replace obsolete and undersized conductors; halt its unsafe use of reclosers;
22 adoption of the VMII program; failure to fully employ LiDAR to identify hazard trees; failure to
23 treat the conditions of its aging infrastructure as an enterprise-level risk; failure to inspect,
24 maintain, repair, and/or replace its aging equipment; failure to conduct an inventory of its
25 electrical assets; and failure to ensure its infrastructure could withstand foreseeable weather
26 conditions as required by law are all indicative of what has been called **PG&E's** "run to failure"
27 approach to its infrastructure.

28 169. **PG&E** has a well-documented history of implementing this "run to failure"

1 approach with its aging infrastructure, ignoring necessary maintenance and creating hazards to
2 the public. According to a filing by Office of Ratepayer Advocates with the CPUC in May 2013:

3 However, as we saw in Section V.F.3 above, the Overland Audit explains
4 how **PG&E** systematically underfunded GT&S integrity management and
5 maintenance operations for the years 2008 through 2010. **PG&E** engaged
6 in a 'run to failure' strategy whereby it deferred needed maintenance
7 projects and changed the assessment method for several pipelines from ILI
8 to the less informative ECDA approach – all to increase its profits even
9 further beyond its already generous authorized rate of return, which
10 averaged 11.2% between 1996 and 2010.

11 Given **PG&E's** excessive profits over the period of the Overland Audit,
12 there is no reason to believe that Overland's example regarding GT&S
13 operations between 2008 and 2010 was unique. The IRP Report
14 supplements the Overland Audit findings with additional examples of
15 **PG&E** management's commitment to profits over safety. Thus, it is evident
16 that while the example of GT&S underfunding between 2008 and 2010
17 might be extreme, it was not an isolated incident; rather, it represents the
18 culmination of **PG&E** management's long-standing policy to squeeze every
19 nickel it could from **PG&E** gas operations and maintenance, regardless of
20 the long term 'run to failure' impacts. And **PG&E** has offered no evidence
21 to the contrary.⁵⁷

22 170. **PG&E's** "run to failure" approach to maintenance proximately caused the North
23 Bay Fires and the injuries, deaths, harm and property destruction arising therefrom.

24 11. **PG&E's Purchase of Insurance Coverage for Punitive Damages**

25 171. Insurance Code § 533 provides in pertinent part: "An insurer is not liable for a
26 loss caused by the willful act of the insured."

27 172. Civil Code § 1668 provides: "All contracts which have for their object, directly or
28 indirectly, to exempt anyone from responsibility for his own fraud, or willful injury to the person
or property of another, or violation of law, whether willful or negligent, are against the policy of
the law."

173. Despite the statutory exoneration given to insurance companies for liability for
losses caused by willful acts of an insured, and despite the fact that the public policy of the State

⁵⁷ [ftp://ftp2.cpuc.ca.gov/PG&E20150130ResponseToA1312012Ruling/2013/03/
SB_GT&S_0039691.pdf](ftp://ftp2.cpuc.ca.gov/PG&E20150130ResponseToA1312012Ruling/2013/03/SB_GT&S_0039691.pdf) (last accessed February 12, 2018).

1 of California invalidates any insurance contract that purports to provide coverage for punitive
2 damages, **PG&E** has purchased policies of insurance from offshore companies in Bermuda,
3 London, and elsewhere that expressly provide coverage for punitive damages in amounts that
4 exceed hundreds of millions of dollars.

5 174. **PG&E** purchased insurance policies that cover punitive damages for the purpose
6 of providing corporate security without regard to public safety.

7 **H. PG&E'S CORPORATE CULTURE**

8 175. **PG&E** has a virtual monopoly in the provision of gas and electric services to the
9 general public in almost all counties and cities across Northern and Central California.⁵⁸

10 176. Over the past thirty-plus years, **PG&E** has been subject to numerous fines,
11 penalties, and/or convictions as a result of its failure to abide by safety rules and regulations,
12 including the fines, penalties, settlements, and convictions detailed above.

13 177. **PG&E** redirects money it obtains from customers for infrastructure maintenance
14 and safety, thereby failing to provide adequate funding for a solid and well-maintained
15 infrastructure that would be safe and dependable for years to come.

16 178. For example, according to documents released by The Utility Reform Network
17 ("TURN"), **PG&E** planned to replace a segment of the San Bruno pipeline in 2007 that it
18 identified as one of the riskiest pipelines in **PG&E's** system. **PG&E** collected \$5 million from
19 its customers to complete the project by 2009, but instead deferred the project until it was too
20 late and repurposed the money to other priorities. That same year, **PG&E** spent nearly \$5
21 million on bonuses for six of its top executives.

22 179. Moreover, **PG&E** has implemented multiple programs that provide monetary
23 incentives to its employees, agents, and/or contractors contrary to public safety. Prior to the
24 Butte Fire, **PG&E** chose to provide a monetary incentive through the VMII program to its
25 contractors to cut fewer trees, even though **PG&E** was required to have an inspection program in
26 place that removed dangerous trees and reduced the risk of wildfires. Robert Urban, a regional
27

28 ⁵⁸ A few cities like Palo Alto and Sacramento provide their own gas and electric utility services.

1 officer for a **PG&E** contractor, stated that he had a concern that the bonus system incentivized
2 his employees to not do their job, but **PG&E** chose to keep this program despite knowing this
3 risk.

4 180. Similarly, prior to the San Bruno explosion, **PG&E** had a program that provided
5 financial incentives to employees to not report or fix gas leaks and keep repair costs down. This
6 program resulted in the failure to detect a significant number of gas leaks, many of which were
7 considered serious leaks. According to Richard Kuprewicz, an independent pipeline safety
8 expert, **PG&E's** incentive system was "training and rewarding people to do the wrong thing,"
9 emblematic of "a seriously broken process," and "explains many of the systemic problems in this
10 operation that contributed to the [San Bruno] tragedy."⁵⁹

11 181. As detailed above, the North Bay Fires are just one example of the many tragedies
12 that have resulted from **PG&E's** failure to protect the public from the dangers associated with its
13 operations. **PG&E** power lines, transformers, conductors, poles, insulators, and/or other
14 electrical equipment have repeatedly started wildfires due to **PG&E's** ongoing failure to create,
15 manage, implement, and/or maintain effective vegetation management programs for the areas
16 near and around its electrical equipment. Further, **PG&E's** aging infrastructure and lack of asset
17 management has caused multiple disasters throughout California.

18 182. As detailed more fully above, **PG&E's** failures to reduce the risk of wildfire are
19 serious and widespread, and contributed to causing the North Bay Fires. The reclosers in
20 **PG&E's** system were set to avoid outages and not to avoid fires, even though fire conditions
21 were known to be extreme. **PG&E** failed to have a reasonable system in place to make sure that
22 its contractors were properly performing tree and/or vegetation inspections and removal, pole
23 clearance, and pole inspections. **PG&E** failed to take any steps to look for what it calls Facility
24 Protect Trees (trees which pose a risk of falling into the line), even though it knew such trees
25 were likely to exist after its contractors had performed their work. **PG&E** failed to properly
26 construct its power lines and thereafter failed to take reasonable steps to make sure the poles and
27

28 ⁵⁹ <http://www.sfgate.com/news/article/PG-E-incentive-system-blamed-for-leak-oversights-2424430.php> (last accessed March 6, 2018).

1 lines were sufficiently strong to support lines and other equipment that were added by third
2 parties. Finally, despite knowing that wildfires posed the greatest risk to the public from its
3 electrical operations, **PG&E** failed to ensure that its contractors were properly trained in tree
4 inspections and removal, failed to ensure that its contractors hired people who met **PG&E's**
5 minimum qualifications, and failed to participate in the training of its contractors.

6 **V. CAUSES OF ACTION**

7 **FIRST CAUSE OF ACTION**

8 **NEGLIGENCE and RESPONDEAT SUPERIOR**

9 **(Against All Defendants)**

10 183. **PLAINTIFFS** incorporate and re-allege each of the paragraphs set forth above as
11 though fully set forth herein.

12 184. **DEFENDANTS** have a non-delegable duty to apply a level of care
13 commensurate with and proportionate to the danger of designing, engineering, constructing,
14 operating and maintaining electrical transmission and distribution systems, inclusive of
15 vegetation clearance.

16 185. **DEFENDANTS** have a non-delegable duty of vigilant oversight in the
17 maintenance, use, operation, repair and inspection appropriate to the changing conditions and
18 circumstances of their electrical transmission and distribution systems.

19 186. Prior to the subject North Bay Fires, Defendant **PG&E** hired, retained,
20 contracted, allowed, and/or otherwise collaborated with vegetation management companies and
21 certain of the **DOE DEFENDANTS** and/or other parties, to perform work along and maintain
22 the network of distribution lines, infrastructure, and vegetation. The work for which the
23 vegetation management companies and **DOE DEFENDANTS** were hired involved a risk of fire
24 that was peculiar to the nature of the agency relationship. A reasonable property/easement
25 owner and/or lessee, in the position of the **PG&E**, knew, or should have recognized, the
26 necessity of taking special precautions to protect adjoining property owners against the risk of
27 harm created by work performed, work to be performed and/or the failure to perform such work
28 of vegetation management, removal and/or control.

1 187. **DEFENDANTS**, and each of them, knew or should have known that the
2 activities of **DOE DEFENDANTS**, and/or other parties, involved a risk that was peculiar to the
3 operation of **DEFENDANTS'** business that was foreseeable and arose from the nature and/or
4 location of the work. Notwithstanding the above, **DEFENDANTS**, and each of them, failed to
5 take reasonable precautions to protect adjoining property owners against the foreseeable risk of
6 harm created by their activities.

7 188. **DEFENDANTS**, and each of them, have special knowledge and expertise far
8 above that of a layperson that they were required to apply to the design, engineering,
9 construction, use, operation, inspection, repair and maintenance of electrical lines, infrastructure,
10 equipment and vegetation in order to assure safety under all the local conditions in their service
11 area, including but not limited to, those conditions identified herein.

12 189. The North Bay Fires were a direct and legal result of the negligence, carelessness,
13 recklessness, and/or unlawfulness of **DEFENDANTS**, and/or each of them. **DEFENDANTS**,
14 and/or each of them, breached their respective duties owed individually and/or collectively to
15 **PLAINTIFFS** by, including but not limited to: (1) failing to comply with the applicable
16 statutory, regulatory, and/or professional standards of care; (2) failing to timely and properly
17 maintain, manage, inspect, and/or monitor the subject power lines, electrical equipment, and/or
18 adjacent vegetation; (3) failing to properly cut, trim, prune, and/or otherwise keep vegetation at a
19 sufficient distance to avoid foreseeable contact with power lines; (4) failing to trim and/or prune
20 vegetation so as to avoid creation of a safety hazard within close proximity of the subject power
21 line; (5) failing to make the overhead lines safe under all the exigencies created by surrounding
22 circumstances and conditions; (6) failing to conduct adequate, reasonably prompt, proper,
23 effective, and/or frequent inspections and/or repairs of the electrical transmission lines, wires,
24 and/or associated equipment; (7) failing to design, construct, monitor, and/or maintain electrical
25 transmission and/or distribution power lines in a manner that avoids the potential to ignite a fire
26 during long, dry seasons, including allowing vegetation to grow in an unsafe manner; (8) failing
27 to install the equipment necessary and/or to inspect and/or repair the equipment installed, to
28 prevent electrical transmission and distribution lines from improperly sagging, operating, and/or

1 making contact with other metal wires placed on its poles and igniting fires; (9) failing to keep
2 equipment in a safe condition and/or manage equipment to prevent fire at all times; (10) failing
3 to de-energize power lines during fire prone conditions; (11) failing to de-energize power lines
4 after the ignition of the North Bay Fires; and/or (12) failing to properly train and to supervise
5 employees and/or agents responsible for maintenance and inspection of the distribution lines
6 and/or vegetation areas nearby these lines.

7 190. As a direct and legal result of **DEFENDANTS'** actions and/or omissions, and/or
8 each of them, **PLAINTIFFS** were injured in an amount according to proof at trial.

9 191. As a further direct and legal result of **DEFENDANTS'** actions and/or omissions,
10 and/or each of them, **PLAINTIFFS** have suffered damage to real property, including the loss of
11 vegetation, trees, and structures, the creation of hydrophobic soil conditions, and a loss of use,
12 benefit, goodwill, diminution in value, and/or enjoyment of such property in an amount
13 according to proof at trial, including public facilities, resources, infrastructure, parks, and other
14 public property.

15 192. As a further direct and legal result of **DEFENDANTS'** actions and/or omissions,
16 and/or each of them, **PLAINTIFFS** have suffered damage to and/or a loss of personal property,
17 including but not limited to items of peculiar value to **PLAINTIFFS** in an amount according to
18 proof at trial, including public property and infrastructure.

19 193. As a further direct and legal result of **DEFENDANTS'** actions and/or omissions,
20 and/or each of them, **PLAINTIFFS** have incurred and will continue to incur expenses and other
21 economic damages related to the damage to their property, including costs relating to storage,
22 clean-up, disposal, repair, depreciation, and/or replacement of their property, and/or other related
23 consequential damages in an amount according to proof at trial.

24 194. **PG&E** has a virtual monopoly over the transmission and distribution of electrical
25 power to the areas affected by the North Bay Fires and has individual contracts with all residents
26 and businesses in those areas to whom it distributes that electrical power. The communities
27 affected by the North Bay Fires are all dependent upon the safe transmission and distribution of
28 that electrical power for continuous residential and commercial usage, and **PG&E** has

1 contractual, statutory, and public duties to provide that electrical power in a manner that
2 promotes those individual and public interests.

3 195. The potential harms to **PLAINTIFFS** from wildfires such as the North Bay Fires
4 were objectively foreseeable both in nature and in scope and were subjectively known to **PG&E**
5 from past wildfires.

6 196. As set forth above and as will be shown by proof, there is a high degree of
7 certainty that **PLAINTIFFS** have suffered those injuries and damages, and that there is an
8 extremely close connection between those injuries and damages and **DEFENDANTS'** conduct.

9 197. Based on the foregoing, **DEFENDANTS**, and/or each of them, acted willfully,
10 wantonly, with oppression, fraud, malice, and/or with a knowing, conscious disregard for the
11 rights and/or safety of others, such the **PLAINTIFFS** request that the trier of fact, in the exercise
12 of sound discretion, award **PLAINTIFFS** additional damages pursuant to Code of Civil
13 Procedure § 3294 for the sake of example and sufficient to punish the **DEFENDANTS**, and/or
14 each of them, for their conduct, in an amount reasonably related to **PLAINTIFFS'** actual
15 damages and **DEFENDANTS'** financial condition, yet sufficiently large enough to be an
16 example to others and to deter **DEFENDANTS** and others from engaging in similar conduct in
17 the future. An officer, director, or managing agent of PG&E personally committed, authorized
18 and/or ratified the reckless and wrongful conduct alleged in this complaint.

19 198. The **PLAINTIFFS** suffered injuries and damages including but not limited to the
20 following: loss of natural resources, open space, and public lands; loss of public parks; property
21 damages including real and personal property; fire suppression costs including personnel,
22 overtime labor costs, materials, and other fire suppression damages; evacuation expenses,
23 economic damages such as loss of tax revenue including property, sales, and transient
24 occupancy taxes; economic damages such as losses from impacts on business like activities;
25 costs associated with response and recovery including debris removal, emergency response, and
26 other costs; damage to infrastructure including but not limited to roads, sidewalks, water,
27 stormwater and sewer systems, and other underground infrastructure, and other public entity-
28 owned infrastructure; damages based on soil erosion, and loss of soil stability and productivity;

1 damages related to water contamination including water quality preservation and correction
2 expenses; loss of water storage; loss of aesthetic value; and other significant injuries, damages,
3 and losses directly related to and caused by the Fires.

4 199. The **PLAINTIFFS** suffered other injuries and damages not yet identified
5 including those unique to the public entity plaintiffs.

6 **SECOND CAUSE OF ACTION**

7 **INVERSE CONDEMNATION**

8 **(Against All Defendants)**

9 200. **PLAINTIFFS** incorporate and re-allege each of the paragraphs set forth above as
10 though fully set forth herein.

11 201. **DEFENDANTS'** operation of their electrical equipment, lines, and
12 infrastructure were a substantial cause of the **PLAINTIFFS'** damages, are a public
13 improvement for a public use, and constitute an "Electrical Plant" pursuant to California Public
14 Utilities Code §217.

15 202. **DEFENDANTS'** facilities, wires, lines, equipment, infrastructure and other
16 public improvements, as deliberately designed and constructed, present an inherent danger and
17 risk of fire to private and public property. In acting in furtherance of the public objective of
18 supplying electricity, **DEFENDANTS** took and did take on or about October 8, 2017, a known,
19 calculated risk that private property would be damaged and destroyed by fire.

20 203. On or about October 8, 2017, the inherent risk of fire became a reality, which
21 directly and legally resulted in the taking of the **PLAINTIFFS'** private and public property.
22 **PLAINTIFFS** have not received adequate compensation for the damage to and/or destruction
23 of its real and personal property, thus constituting a taking of **PLAINTIFFS'** property by
24 **DEFENDANTS** without just compensation, in an amount to be proven at trial.

25 204. **DEFENDANTS** conduct as described herein was a substantial factor in causing
26 damage to a property interest of the COUNTY protected by the Fifth Amendment of the U.S.
27 Constitution and Article I, Section 19, of the California Constitution, which entitles the
28 COUNTY to just compensation according to proof at trial for all damages incurred.

1 205. Under and pursuant to California Code of Civil Procedure §1036, the
2 **PLAINTIFFS** are entitled to recover all litigation costs and expense with regard to the
3 compensation of damage to properties, including attorney's fees, expert fees, consulting fees and
4 litigation costs.

5 206. On or around October 8 or 9, 2017, **PLAINTIFFS** were owners of real property
6 and/or personal property located within Butte, Calaveras, Lake, Mendocino, Napa, Nevada,
7 Solano, Sonoma, and/or Yuba Counties in the area of the North Bay Fires.

8 207. Prior to and on October 8 or 9, 2017, **DEFENDANTS**, and/or each of them,
9 installed, owned, operated, used, controlled, and/or maintained power lines and other electrical
10 equipment for the public delivery of electricity, including power lines in and around the location
11 of the North Bay Fires.

12 208. On or around October 8 or 9, 2017, as a direct, necessary, and legal result of
13 **DEFENDANTS'** installation, ownership, operation, use, control, management, and/or
14 maintenance for a public use the power lines and/or other electrical equipment, the power lines
15 and/or other electrical equipment came in contact with vegetation and/or broke, failed, fell down,
16 sparked, and/or exploded, causing wildfires that burned thousands of acres, including property
17 owned or occupied by **PLAINTIFFS**. The fires damaged and/or destroyed **PLAINTIFFS'** real
18 and/or personal property.

19 209. The above described damage to **PLAINTIFFS'** property was legally and
20 substantially caused by the actions of **DEFENDANTS**, and/or each of them, in their installation,
21 ownership, operation, use, control, management, and/or maintenance of the power lines and
22 other electrical equipment for a public use.

23 210. **PLAINTIFFS** have not received adequate compensation for the damage to and/or
24 destruction of their property, thus constituting a taking or damaging of **PLAINTIFFS'** property
25 by **DEFENDANTS**, and/or each of them, without just compensation.

26 211. As a direct and legal result of the actions and/or omissions of the
27 **DEFENDANTS**, **PLAINTIFFS** suffered damages to their real and/or personal property,
28 including loss of use, interference with access, and/or diminution in value and/or marketability in

1 an amount according to proof at trial.

2 212. As a direct and legal result of the actions and/or omissions of the
3 **DEFENDANTS, PLAINTIFFS** have incurred and will continue to incur costs, disbursements,
4 and/or expenses, including reasonable attorney, appraisal, engineering, and/or other expert fees
5 due to the conduct of the **DEFENDANTS** in amounts that cannot yet be ascertained, but which
6 are recoverable pursuant to Code of Civil Procedure § 1036.

7 213. The **PLAINTIFFS** suffered injuries and damages including but not limited to the
8 following: loss of natural resources, open space, and public lands; loss of public parks; property
9 damages including real and personal property; fire suppression costs including personnel,
10 overtime labor costs, materials, and other fire suppression damages; evacuation expenses,
11 economic damages such as loss of tax revenue including property, sales, and transient
12 occupancy taxes; economic damages such as losses from impacts on business like activities;
13 costs associated with response and recovery including debris removal, emergency response, and
14 other costs; damage to infrastructure including but not limited to roads, sidewalks, water,
15 stormwater and sewer systems, and underground infrastructure, and other public entity-owned
16 infrastructure; damages based on soil erosion, and loss of soil stability and productivity;
17 damages related to water contamination including water quality preservation and correction
18 expenses; loss of water storage; loss of aesthetic value; and other significant injuries, damages,
19 and losses directly related to and caused by the Fires.

20 214. The **PLAINTIFFS** suffered other injuries and damages yet identified including
21 those unique to the public entity plaintiffs.

22 **THIRD CAUSE OF ACTION**

23 **PUBLIC NUISANCE**

24 **(Against All Defendants)**

25 215. **PLAINTIFFS** incorporate and re-allege by this reference each of the paragraphs
26 set forth as though fully set forth herein.

27 216. **DEFENDANTS'** actions, conduct, omissions, negligence, trespass, and failure to
28 act resulted in a fire hazard and a foreseeable obstruction to the free use of the **PLAINTIFFS'**

1 property, invaded the right to use the **PLAINTIFFS'** property and interfered with the enjoyment
2 of the **PLAINTIFFS'** property, causing the **PLAINTIFFS** to suffer unreasonable harm and
3 substantial actual damages constituting a nuisance, pursuant to California Civil Code §3479.

4 217. **PLAINTIFFS** own and/or occupy property at or near the site of the fire which is
5 the subject of this action. At all relevant times herein, **PLAINTIFFS** had a right to occupy,
6 enjoy, and/or use their property without interference by **DEFENDANTS**, and/or each of them.

7 218. **DEFENDANTS**, and/or each of them, owed a duty to the public, including
8 **PLAINTIFFS** herein, to conduct their business, in particular the maintenance and/or operation
9 of power lines, power poles, and/or electrical equipment on power poles, and adjacent vegetation
10 in proximity to their power lines in and around Butte, Calaveras, Lake, Mendocino, Napa,
11 Nevada, Solano, Sonoma, and/or Yuba Counties in a manner that did not threaten harm or injury
12 to the public welfare from operation of those power lines.

13 219. **DEFENDANTS**, and/or each of them, by acting and/or failing to act, as alleged
14 hereinabove, created a condition which was harmful to the health of the public, including these
15 **PLAINTIFFS**, and which interfered with the comfortable occupancy, use, and/or enjoyment of
16 **PLAINTIFFS'** property.

17 220. **PLAINTIFFS** did not consent, expressly or impliedly, to the wrongful conduct of
18 **DEFENDANTS**, and/or each of them, in acting in the manner set forth above.

19 221. The hazardous conditions that were created by and/or permitted to exist by
20 **DEFENDANTS**, and/or each of them, affected a substantial number of people within the general
21 public, including **PLAINTIFFS** herein, and constituted a public nuisance under Civil Code §§
22 3479 and 3480 and Public Resources Code § 4171. Further, the ensuing uncontrolled wildfire
23 constituted a public nuisance under Public Resources Code § 4170.

24 222. The damaging effects of **DEFENDANTS'** maintenance of a fire hazard and the
25 ensuing uncontrolled wildfire are ongoing and affect the public at large. As a result of the fire's
26 location, temperature, and/or duration, extensive areas of hydrophobic soils developed within the
27 fire's perimeter. This further caused significant post fire runoff hazards to occur, including
28 hillside erosion, debris flow hazards, sediment laden flow hazards, and hillside erosion. As a

1 result, large quantities of ash and sediment will be deposited in perennial and ephemeral
2 watercourses.

3 223. As a direct and legal result of the conduct of **DEFENDANTS**, and/or each of
4 them, **PLAINTIFFS** suffered harm that is different from the type of harm suffered by the
5 general public. Specifically, **PLAINTIFFS** have lost the occupancy, possession, use, and/or
6 enjoyment of their land, real and/or personal property, including, but not limited to: (a) a
7 reasonable and rational fear that the area is still dangerous; (b) a diminution in the fair market
8 value of their property; (c) an impairment of the salability of their property; (d) soils that have
9 become hydrophobic; (e) exposure to an array of toxic substances on their land; (f) the presence
10 of "special waste" on their property that requires special management and disposal; and (g) a
11 lingering smell of smoke, and/or constant soot, ash, and/or dust in the air.

12 224. As a further direct and legal result of the conduct of **DEFENDANTS**, and/or each
13 of them, **PLAINTIFFS** have suffered, and will continue to be harmed by the interference with
14 **PLAINTIFFS'** occupancy, possession, use and/or enjoyment of their property, as alleged above.

15 225. A reasonable, ordinary person would be reasonably annoyed or disturbed by the
16 condition created by **DEFENDANTS**, and/or each of them, and the resulting fire.

17 226. The conduct of **DEFENDANTS**, and/or each of them, is unreasonable and the
18 seriousness of the harm to the public, including **PLAINTIFFS** herein, outweighs the social
19 utility of **DEFENDANTS'** conduct.

20 227. The individual and/or collective conduct of **DEFENDANTS** set forth above,
21 and/or each of them, resulting in the North Bay Fires is not an isolated incident, but is ongoing
22 and/or a repeated course of conduct, and **DEFENDANTS'** prior conduct and/or failures have
23 resulted in other fires and damage to the public.

24 228. The unreasonable conduct of **DEFENDANTS**, and/or each of them, is a direct
25 and legal cause of the harm, injury, and/or damage to the public, including **PLAINTIFFS** herein.

26 229. **DEFENDANTS**, and/or each of them, have individually and/or collectively,
27 failed and refused to conduct proper inspections and to properly trim, prune, and/or cut
28 vegetation in order to ensure the sole delivery of electricity to residents through the operation of

1 power lines in the affected area, and **DEFENDANTS'** individual and/or collective failure to do
2 so exposed every member of the public, residing in Butte, Calaveras, Lake, Mendocino, Napa,
3 Nevada, Solano, Sonoma, and/or Yuba Counties, to a foreseeable danger of a loss of or
4 destruction real and personal property.

5 230. The conduct of **DEFENDANTS**, and/or each of them, set forth above constitutes
6 a public nuisance within the meaning of Civil Code §§ 3479 and 3480, Public Resources Code
7 §§ 4104 and 4170, and Code of Civil Procedure § 731. Under Civil Code § 3493, **PLAINTIFFS**
8 have standing to maintain an action for public nuisance because the nuisance is especially
9 injurious to **PLAINTIFFS** because, as more specifically described above, it is injurious and/or
10 offensive to the senses of the **PLAINTIFFS**, unreasonably interferes with the comfortable
11 enjoyment of their properties, and/or unlawfully obstructs the free use, in the customary manner,
12 of **PLAINTIFFS'** properties, and have suffered harm, injury, and damages.

13 231. For these reasons, **PLAINTIFFS** seek a permanent injunction ordering that
14 **DEFENDANTS**, and each of them, stop continued violation of: (a) General Order No. 95,
15 Rules 31.1-31.5, 35, 38, 43, 43.2, 44.1-44.4, and 48-48.1; (b) General Order No. 165; (c) Public
16 Resources Code §§ 4292, 4293, and 4435; and (d) Public Utilities Code § 451. **PLAINTIFFS**
17 also seek an order directing **DEFENDANTS** to abate the existing and continuing nuisance
18 described above.

19 232. Further, the conduct of **DEFENDANTS** and their failures to act as alleged in this
20 complaint were in reckless disregard of their consequences and in reckless disregard of the
21 rights and safety of the **PLAINTIFFS** and subjected the **PLAINTIFFS** to cruel and unjust
22 hardship, thus constituting malice and oppression on **DEFENDANTS'** part for which they must
23 be punished by punitive and exemplary damages in an amount according to proof. An officer,
24 director, or managing agent of PG&E personally committed, authorized and/or ratified the
25 reckless and wrongful conduct alleged in this complaint.

26 233. The **PLAINTIFFS** suffered injuries and damages including but not limited to the
27 following: loss of natural resources, open space, and public lands; loss of public parks; property
28 damages including real and personal property; fire suppression costs including personnel,

1 overtime labor costs, materials, and other fire suppression damages; evacuation expenses,
2 economic damages such as loss of tax revenue including property, sales, and transient
3 occupancy taxes; economic damages such as losses from impacts on business like activities;
4 costs associated with response and recovery including debris removal, emergency response, and
5 other costs; damage to infrastructure including but not limited to roads, sidewalks, water,
6 stormwater and sewer systems, and underground infrastructure, and other public entity-owned
7 infrastructure; damages based on soil erosion, and loss of soil stability and productivity;
8 damages related to water contamination including water quality preservation and correction
9 expenses; loss of water storage; loss of aesthetic value; and other significant injuries, damages,
10 and losses directly related to and caused by the Fires.

11 234. The **PLAINTIFFS** suffered other injuries and damages yet identified including
12 those unique to the public entity plaintiffs.

13 **FOURTH CAUSE OF ACTION**

14 **PRIVATE NUISANCE**

15 **(Against All Defendants)**

16 235. **PLAINTIFFS** incorporate and re-allege by this reference each of the paragraphs
17 set forth as though fully set forth herein.

18 236. **DEFENDANTS**, and/or each of them, by their acts and/or omissions set forth
19 above, directly and legally caused an obstruction to the free use of **PLAINTIFFS'** property, an
20 invasion the **PLAINTIFFS'** right to use their property, and/or an interference with the
21 enjoyment of **PLAINTIFFS'** property, resulting in **PLAINTIFFS** suffering unreasonable harm
22 and substantial actual damages constituting a nuisance pursuant to Civil Code §§ 3479 and 3481.

23 237. As a direct and legal result of the wrongful acts and/or omissions of
24 **DEFENDANTS**, and/or each of them, **PLAINTIFFS** suffered, and continue to suffer, the
25 injuries and damages as set forth above.

26 238. As a further direct and legal result of the wrongful acts and/or omissions of
27 **DEFENDANTS**, and/or each of them, **PLAINTIFFS** seek the recovery of punitive and
28 exemplary damages against **DEFENDANTS** as set forth above.

239. The **PLAINTIFFS** suffered injuries and damages including but not limited to the following: loss of natural resources, open space, and public lands; loss of public parks; property damages including real and personal property; fire suppression costs including personnel, overtime labor costs, materials, and other fire suppression damages; evacuation expenses, economic damages such as loss of tax revenue including property, sales, and transient occupancy taxes; economic damages such as losses from impacts on business like activities; costs associated with response and recovery including debris removal, emergency response, and other costs; damage to infrastructure including but not limited to roads, sidewalks, water, stormwater and sewer systems, and underground infrastructure, and other public entity-owned infrastructure; damages based on soil erosion, and loss of soil stability and productivity; damages related to water contamination including water quality preservation and correction expenses; loss of water storage; loss of aesthetic value; and other significant injuries, damages, and losses directly related to and caused by the Fires.

240. The **PLAINTIFFS** suffered other injuries and damages yet identified including those unique to the public entity plaintiffs.

FIFTH CAUSE OF ACTION

PREMISES LIABILITY

(Against All Defendants)

241. **PLAINTIFFS** incorporate and re-allege by this reference, each of the paragraphs set forth as though fully set forth herein.

242. **DEFENDANTS**, and/or each of them, were the owners of an easement and/or real property in the area of the origins of the North Bay Fires, and/or were the owners of the power lines upon said easement(s) and/or right(s) of way.

243. **DEFENDANTS**, and/or each of them, acted wantonly, unlawfully, carelessly, recklessly, and/or negligently in failing to properly inspect, manage, maintain, and/or control the vegetation near its power lines along the real property and easement(s), allowing an unsafe condition presenting a foreseeable risk of fire danger to exist on said property.

244. As a direct and legal result of the wrongful acts and/or omissions of

1 **DEFENDANTS**, and/or each of them, **PLAINTIFFS** suffered, and continue to suffer, the
2 injuries and damages as set forth above.

3 245. As a further direct and legal result of the wrongful acts and/or omissions of
4 **DEFENDANTS**, and/or each of them, **PLAINTIFFS** seek the recovery of punitive and
5 exemplary damages against **DEFENDANTS** as set forth above.

6 246. The **PLAINTIFFS** suffered injuries and damages including but not limited to the
7 following: loss of natural resources, open space, and public lands; loss of public parks; property
8 damages including real and personal property; fire suppression costs including personnel,
9 overtime labor costs, materials, and other fire suppression damages; evacuation expenses,
10 economic damages such as loss of tax revenue including property, sales, and transient occupancy
11 taxes; economic damages such as losses from impacts on business like activities; costs associated
12 with response and recovery including debris removal, emergency response, and other costs;
13 damage to infrastructure including but not limited to roads, sidewalks, water, stormwater and
14 sewer systems, and underground infrastructure, and other public entity-owned infrastructure;
15 damages based on soil erosion, and loss of soil stability and productivity; damages related to
16 water contamination including water quality preservation and correction expenses; loss of water
17 storage; loss of aesthetic value; and other significant injuries, damages, and losses directly
18 related to and caused by the Fires.

19 247. The **PLAINTIFFS** suffered other injuries and damages yet identified including
20 those unique to the public entity plaintiffs.

21 **SIXTH CAUSE OF ACTION**

22 **TRESPASS**

23 **(Against All Defendants)**

24 248. **PLAINTIFFS** incorporate and re-allege by this reference each of the paragraphs
25 set forth as though fully set forth herein.

26 249. At all times relevant herein, **PLAINTIFFS** were the owners, tenants, and/or
27 lawful occupants of property damaged by the North Bay Fires.

28 250. **DEFENDANTS**, and/or each of them, in wrongfully acting and/or failing to act

1 in the manner set forth above, caused the North Bay Fires to ignite and/or spread out of control,
2 causing harm, damage, and/or injury to **PLAINTIFFS** herein, resulting in a trespass upon
3 **PLAINTIFFS** property interests.

4 251. **PLAINTIFFS** did not grant permission for **DEFENDANTS** to wrongfully act in
5 a manner so as to cause the North Bay Fires, and thereby produce fires which spread and
6 wrongfully entered upon their property, resulting in the harm, injury, and/or damage alleged
7 above.

8 252. As a direct and legal result of the wrongful conduct of **DEFENDANTS**, and/or
9 each of them, which led to the trespass, **PLAINTIFFS** have suffered and will continue to suffer
10 damages as set forth above, in an amount according to proof at trial.

11 253. As a further direct and legal result of the wrongful conduct of **DEFENDANTS**,
12 **PLAINTIFFS**, whose land was under cultivation, and was used for raising livestock or was
13 intended to be used for raising livestock, have hired and retained counsel to recover
14 compensation for loss and damage and are entitled to recover all attorney's fees, expert fees,
15 consultant fees, and litigation costs and expenses, as allowed under Code of Civil Procedure §
16 1021.9.

17 254. As a further direct and legal result of the conduct of **DEFENDANTS**,
18 **PLAINTIFFS** seek treble damages for injuries to trees or timber on **PLAINTIFFS'** property as
19 allowed under Code of Civil Procedure § 733.

20 255. As a further direct and legal result of the conduct of **DEFENDANTS**,
21 **PLAINTIFFS** seek double or treble damages for the negligent, willful, and wrongful injuries to
22 timber, trees, or underwood on their property, as allowed under Civil Code § 3346.

23 256. As a further direct and legal result of the wrongful acts and/or omissions of
24 **DEFENDANTS**, and/or each of them, **PLAINTIFFS** seek the recovery of punitive and
25 exemplary damages against **DEFENDANTS** as set forth above. An officer, director, or
26 managing agent of PG&E personally committed, authorized and/or ratified the reckless and
27 wrongful conduct alleged in this complaint. Further, the conduct of **DEFENDANTS** and their
28 failures to act as alleged in this complaint were in reckless disregard of their consequences and

1 in reckless disregard of the rights and safety of the **PLAINTIFFS** and subjected the
2 **PLAINTIFFS** to cruel and unjust hardship, thus constituting malice and oppression on
3 **DEFENDANTS'** part for which they must be punished by punitive and exemplary damages in
4 an amount according to proof. An officer, director, or managing agent of PG&E personally
5 committed, authorized and/or ratified the reckless and wrongful conduct alleged in this
6 complaint.

7 257. The **PLAINTIFFS** suffered injuries and damages including but not limited to the
8 following: loss of natural resources, open space, and public lands; loss of public parks; property
9 damages including real and personal property; fire suppression costs including personnel,
10 overtime labor costs, materials, and other fire suppression damages; evacuation expenses,
11 economic damages such as loss of tax revenue including property, sales, and transient
12 occupancy taxes; economic damages such as losses from impacts on business like activities;
13 costs associated with response and recovery including debris removal, emergency response, and
14 other costs; damage to infrastructure including but not limited to roads, sidewalks, water,
15 stormwater and sewer systems, and underground infrastructure, and other public entity-owned
16 infrastructure; damages based on soil erosion, and loss of soil stability and productivity;
17 damages related to water contamination including water quality preservation and correction
18 expenses; loss of water storage; loss of aesthetic value; and other significant injuries, damages,
19 and losses directly related to and caused by the Fires.

20 258. The **PLAINTIFFS** suffered other injuries and damages yet identified including
21 those unique to the public entity plaintiffs.

22 **SEVENTH CAUSE OF ACTION**

23 **NEGLIGENCE PER SE**

24 **(Against all Defendants)**

25 259. The **PLAINTIFFS** hereby realleges and incorporates by reference each and
26 every allegation contained above as though the same were set forth herein in full.

27 260. **DEFENDANTS** at all times herein had a duty to properly design, construct,
28 operate, maintain, inspect, and manage their electrical infrastructure as well as trim trees and

1 vegetation in compliance with all relevant provisions of applicable orders, decisions, directions,
2 rules or statutes, including those delineated by, but not limited to, Public Utilities Commission
3 General Order 95, including but not limited to Rules 31.2 and 38, Public Resources Code
4 Section 4435, and Public Utilities Commission General Order 165.

5 261. The violation of a legislative enactment or administrative regulation which
6 defines a minimum standard of conduct is unreasonable per se.

7 262. **DEFENDANTS** violated the above by, but not limited to:

- 8 a. Failing to service, inspect or maintain electrical infrastructure, structures and
9 vegetation affixed to and in close proximity to high voltage electrical lines;
- 10 b. Failing to provide electrical supply systems of suitable design;
- 11 c. Failing to construct and to maintain such systems for their intended use of
12 safe transmission of electricity considering the known condition of the
13 combination of the dry season and vegetation of the area, resulting in
14 Plaintiff(s) being susceptible to the ignition and spread of fire and the fire
15 hazard and danger of electricity and electrical transmission and distribution;
- 16 d. Failing to properly design, construct, operate, maintain, inspect and manage
17 its electrical supply systems and the surrounding arid vegetation resulting in
18 said vegetation igniting and accelerating the spread of the fire;
- 19 e. Failing to properly safeguard against the ignition of fire during the course
20 and scope of employee work on behalf of PG&E.
- 21 f. By failing to comply with the enumerated legislative enactments and
22 administrative regulations.

23 263. The violation of General Order 95, including, but not limited to, Rules 31.2 and
24 38, Public Resources Code section 4435, and Public Utilities Commission General Order 165 by
25 the Defendants proximately and substantially caused the destruction, damage and injury to the
26 **PLAINTIFFS**.

27 264. The **PLAINTIFFS** were and are within the class of persons for whose protection
28 General Order 95, including but not limited to Rules 31.2 and 38, Public Resources Code

1 section 4435, and Public Utilities Commission General Order 165 were adopted.

2 265. **DEFENDANTS** are liable to the **PLAINTIFFS** for all loss, damages and injury
3 caused by and resulting from Defendants' violation of General Order 95, including, but not
4 limited to Rules 31.2 and 38, Public Resources Code Section 4435, and Public Utilities
5 Commission General Order 165 as alleged herein according to proof.

6 266. Further, the conduct of **DEFENDANTS** and their failures to act as alleged in
7 this complaint were in reckless disregard of their consequences and in reckless disregard of the
8 rights and safety of the **PLAINTIFFS** and subjected the **PLAINTIFFS** to cruel and unjust
9 hardship, thus constituting malice and oppression on **DEFENDANTS'** part for which they must
10 be punished by punitive and exemplary damages in an amount according to proof. An officer,
11 director, or managing agent of PG&E personally committed, authorized and/or ratified the
12 reckless and wrongful conduct alleged in this complaint.

13 **EIGHTH CAUSE OF ACTION**

14 **PRIVATE ACTION UNDER PUBLIC UTILITIES CODE § 2106**

15 **(Against All Defendants)**

16 267. **PLAINTIFFS** incorporate and re-allege each of the paragraphs set forth above as
17 though fully set forth herein.

18 268. As a Utility and employees of a Utility, **DEFENDANTS** are legally required to
19 comply with the rules and orders promulgated by the California Public Utilities Commission
20 pursuant to California Public Utilities Code §702.

21 269. A Utility that performs or fails to perform something required to be done by the
22 California Constitution, a law of the State, or a regulation or order of the Public Utilities
23 Commission, which leads to the loss or injury, is liable for that loss or injury, pursuant to Public
24 Utilities Code §2106.

25 270. As Utilities, **DEFENDANTS** are required to provide, maintain, and service
26 equipment and facilities in a manner adequate to maintain the safety, health and convenience of
27 their customers and the public, pursuant to Public Utilities Code §451.

28 271. **DEFENDANTS** are required to design, engineer, construct, operate and

1 maintain electrical supply lines in a manner consonant with their use, taking into consideration
2 local conditions and other circumstances, so as to provide safe and adequate electric service,
3 pursuant to Public Utility Commission General Order 95, Rule 33.1 and General Order 165.

4 272. Through their omissions, commissions, and conduct alleged herein,
5 **DEFENDANTS** violated Public Utilities Code sections 702 and 451, and/or Public Utilities
6 Commission General Order 95, thereby making them liable for losses, damages and injury
7 sustained by the **PLAINTIFFS** pursuant to Public Utilities Code §2106.

8 273. Public Utilities Code § 2106 creates a private right of action against “[a]ny public
9 utility which does, causes to be done, or permits any act, matter, or thing prohibited or declared
10 unlawful, or which omits to do any act, matter, or thing required to be done, either by the
11 Constitution, any law of this State, or any order or decision of the commission”

12 274. As a Public Utility, **DEFENDANTS** at all times herein had a duty to properly
13 design, construct, operate, maintain, inspect, and manage its electrical infrastructure as well as
14 trim trees and vegetation in compliance with all relevant provisions of applicable orders,
15 decisions, directions, rules or statutes, including, but not limited to, those stated in: (a) General
16 Order No. 95, Rules 31.1-31.5, 35, 38, 43, 43.2, 44.1-44.4, and 48-48.1; (b) General Order No.
17 165; (c) Code of Civil Procedure § 733; (d) Public Resources Code §§ 4292, 4293, and 4435;
18 and (e) Public Utilities Code § 451.

19 275. The violation of a legislative enactment or administrative regulation which
20 defines a minimum standard of conduct is unreasonable per se.

21 276. **DEFENDANTS** violated the above listed requirements, by:

- 22 a. Failing to service, inspect or maintain electrical infrastructure, structures and
23 vegetation affixed to and in close proximity to high voltage electrical lines;
- 24 b. Failing to provide electrical supply systems of suitable design;
- 25 c. Failing to construct and to maintain such systems for their intended use of safe
26 transmission of electricity considering the known condition of the
27 combination of the dry season and vegetation of the area, resulting in
28 **PLAINTIFFS** being susceptible to the ignition and spread of fire and the fire

- 1 hazard and danger of electricity and electrical transmission and distribution;
- 2 d. Failing to properly design, construct, operate, maintain, inspect and manage
- 3 its electrical supply systems and the surrounding arid vegetation resulting in
- 4 said vegetation igniting and accelerating the spread of the fire;
- 5 e. Failing to properly safeguard against the ignition of fire during the course and
- 6 scope of employee work on behalf of **DEFENDANTS**; and
- 7 f. Failing to comply with the enumerated legislative enactments and
- 8 administrative regulations.

9 277. **DEFENDANTS** proximately and substantially caused the destruction, damage,
10 and injury to **PLAINTIFFS** by their violations of applicable orders, decisions, directions, rules
11 or statutes, including, but not limited to, those stated in: (a) General Order No. 95, Rules 31.1-
12 31.5, 35, 38, 43, 43.2, 44.1-44.4, and 48-48.1; (b) General Order No. 165; (c) Code of Civil
13 Procedure § 733; (d) Public Resources Code §§ 4292, 4293, and 4435; and (e) Public Utilities
14 Code § 4511.

15 278. **PLAINTIFFS** were and are within the class of persons for whose protection
16 applicable orders, decisions, directions, rules or statutes were adopted, including, but not limited
17 to, those stated in: (a) General Order No. 95, Rules 31.1-31.5, 35, 38, 43, 43.2, 44.1-44.4, and
18 48-48.1; (b) General Order No. 165; (c) Code of Civil Procedure § 733; (d) Public Resources
19 Code §§ 4292, 4293, and 4435; and (e) Public Utilities Code § 451.

20 279. As alleged herein according to proof, **DEFENDANTS** are liable to
21 **PLAINTIFFS** for all loss, damages and injury caused by and resulting from **DEFENDANTS'**
22 violation of applicable orders, decisions, directions, rules or statutes were adopted, including, but
23 not limited to, those stated in: (a) General Order No. 95, Rules 31.1-31.5, 35, 38, 43, 43.2, 44.1-
24 44.4, and 48-48.1; (b) General Order No. 165; (c) Code of Civil Procedure § 733; (d) Public
25 Resources Code §§ 4292, 4293, and 4435; and (e) Public Utilities Code § 451.

26 280. As a further direct and legal result of the wrongful acts and/or omissions of
27 **DEFENDANTS**, and/or each of them, **PLAINTIFFS** seek the recovery of punitive and
28 exemplary damages against **DEFENDANTS** as set forth above.

281. The **PLAINTIFFS** suffered injuries and damages including but not limited to the following: loss of natural resources, open space, and public lands; loss of public parks; property damages including real and personal property; fire suppression costs including personnel, overtime labor costs, materials, and other fire suppression damages; evacuation expenses, economic damages such as loss of tax revenue including property, sales, and transient occupancy taxes; economic damages such as losses from impacts on business like activities; costs associated with response and recovery including debris removal, emergency response, and other costs; damage to infrastructure including but not limited to roads, sidewalks, water, stormwater and sewer systems, and underground infrastructure, and other public entity-owned infrastructure; damages based on soil erosion, and loss of soil stability and productivity; damages related to water contamination including water quality preservation and correction expenses; loss of water storage; loss of aesthetic value; and other significant injuries, damages, and losses directly related to and caused by the Fires.

282. The **PLAINTIFFS** suffered other injuries and damages yet identified including those unique to the public entity plaintiffs.

NINTH CAUSE OF ACTION

VIOLATION OF HEALTH & SAFETY CODE § 13007

(Against All Defendants)

283. **PLAINTIFFS** incorporate and re-allege each of the paragraphs set forth above as though fully set forth herein.

284. By engaging in the acts and/or omissions alleged in this Master Complaint, **DEFENDANTS**, and/or each of them, willfully, negligently, carelessly, recklessly, and/or in violation of law, set fire to and/or allowed fire to be set to the property of another in violation of Health & Safety Code § 13007.

285. As a direct and legal result of **DEFENDANTS'** violation of Health & Safety Code § 13007, **PLAINTIFFS** suffered recoverable damages to property under Health & Safety Code § 13007.21 and continue to suffer the injuries and damages described above.

286. As a further direct and legal result of the **DEFENDANTS**, and/or each of them,

1 violating Health & Safety Code § 13007, **PLAINTIFFS** are entitled to reasonable attorney's fees
2 under Code of Civil Procedure § 1021.9.

3 287. As a direct and legal result of the wrongful acts and/or omissions of
4 **DEFENDANTS**, and/or each of them, **PLAINTIFFS** suffered, and continue to suffer, the
5 injuries and damages as set forth above.

6 288. As a further direct and legal result of the wrongful acts and/or omissions of
7 **DEFENDANTS**, and/or each of them, **PLAINTIFFS** seek the recovery of punitive and
8 exemplary damages against **DEFENDANTS** as set forth above.

9 289. Further, the conduct of Defendants and their failures to act as alleged in this
10 complaint were in reckless disregard of their consequences and in reckless disregard of the rights
11 and safety of the **PLAINTIFFS** and subjected the **PLAINTIFFS** to cruel and unjust hardship,
12 thus constituting malice and oppression on Defendants' part for which they must be punished by
13 punitive and exemplary damages in an amount according to proof. An officer, director, or
14 managing agent of PG&E personally committed, authorized and/or ratified the reckless and
15 wrongful conduct alleged in this complaint.

16 290. The **PLAINTIFFS** suffered injuries and damages including but not limited to the
17 following: loss of natural resources, open space, and public lands; loss of public parks; property
18 damages including real and personal property; fire suppression costs including personnel,
19 overtime labor costs, materials, and other fire suppression damages; evacuation expenses,
20 economic damages such as loss of tax revenue including property, sales, and transient
21 occupancy taxes; economic damages such as losses from impacts on business like activities;
22 costs associated with response and recovery including debris removal, emergency response, and
23 other costs; damage to infrastructure including but not limited to roads, sidewalks, water,
24 stormwater and sewer systems, and underground infrastructure, and other public entity-owned
25 infrastructure; damages based on soil erosion, and loss of soil stability and productivity;
26 damages related to water contamination including water quality preservation and correction
27 expenses; loss of water storage; loss of aesthetic value; and other significant injuries, damages,
28 and losses directly related to and caused by the Fires.

1 291. The **PLAINTIFFS** suffered other injuries and damages yet identified including
2 those unique to the public entity plaintiffs.

3 **VI. PRAYER FOR RELIEF**

4 WHEREFORE, **PLAINTIFFS** pray for judgment against Defendants **PG&E**
5 **CORPORATION, PACIFIC GAS & ELECTRIC COMPANY, and DOES 1 through 20,**
6 and each of them as follows:

7 **From All DEFENDANTS for Inverse Condemnation:**

- 8 1. Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost
9 personal and/or real property;
- 10 2. Loss of the use, benefit, goodwill, and enjoyment of **PLAINTIFFS'** real and/or
11 personal property;
- 12 3. Economic losses according to proof at trial;
 - 13 a. Fire suppression costs;
 - 14 b. Administration, funding, and operation of emergency operations centers;
 - 15 c. Administration, funding, and operation of evacuation centers and shelters;
 - 16 d. Securing and managing burn areas, including safe re-entry for the public;
 - 17 e. Staff overtime, labor costs, personnel, and other materials;
 - 18 f. Additional law enforcement costs;
 - 19 g. Lost work and productivity due to public entity employees unable to return to
20 work;
 - 21 h. Loss of natural resources, open space, wildlife, and public lands;
 - 22 i. Loss of parks, including damage to real property and to recreational
23 opportunities and programs, and the revenue generated therefrom;
 - 24 j. Destruction or damage to public infrastructure, including but not limited to
25 roads, sidewalks, water, stormwater and sewer systems, and sidewalks, water
26 storage facilities, water distribution systems, sewer collection systems,
27 stormwater systems, fire stations, and other infrastructure;
 - 28 k. Damage or harm to facility and infrastructure lifespan, including water

- 1 treatment facilities and landfills;
- 2 l. Costs of debris removal and related administrative obligations;
- 3 m. Costs of facilitating/administering community rebuilding efforts, staffing and
- 4 administration of permitting centers;
- 5 n. Costs of administering community outreach efforts, including towards
- 6 revisions to new ordinances, guidelines, and rules, and housing assistance
- 7 programs and policies;
- 8 o. Costs of watershed, waterway, and water body management and protection;
- 9 p. Damages related to soil erosion and mitigation, loss of soil stability and
- 10 productivity, including management of risk of debris flow and landslides;
- 11 q. Damages related to water contamination, including water quality preservation
- 12 and correction expenses, including but not limited to repair and/or
- 13 replacement of water treatment facilities or systems;
- 14 r. Economic damages including but not limited to loss of tax revenues such as
- 15 property, sales, business, and transient occupancy taxes;
- 16 s. Economic damages including but not limited to business like or proprietary
- 17 revenues, such as airport use, facility rentals, educational and recreational
- 18 programs and others;
- 19 t. Economic damages from loss of workforce housing;
- 20 u. Economic damages from damage to tourism and economic development,
- 21 such as overall branding and reputation;
- 22 v. Damages resulting from short and long term public health impacts, including
- 23 costs to provide educational, outreach, and other services;
- 24 w. Other impacts, injuries, and damages to public entities.
- 25 4. All costs of suit, including attorneys' fees where appropriate, appraisal fees,
- 26 engineering fees, and related costs;
- 27 5. Prejudgment interest according to proof; and
- 28 ///

1 6. For such other and further relief as the Court shall deem proper, all according to
2 proof.

3 7. The **PLAINTIFFS** suffered injuries and damages including but not limited to the
4 following: loss of natural resources, open space, and public lands; loss of public
5 parks; property damages including real and personal property; fire suppression
6 costs including personnel, overtime labor costs, materials, and other fire
7 suppression damages; evacuation expenses, economic damages such as loss of
8 tax revenue including property, sales, and transient occupancy taxes; economic
9 damages such as losses from impacts on business like activities; costs associated
10 with response and recovery including debris removal, emergency response, and
11 other costs; damage to infrastructure including but not limited to roads,
12 sidewalks, water, stormwater and sewer systems, and underground infrastructure,
13 and other public entity-owned infrastructure; damages based on soil erosion, and
14 loss of soil stability and productivity; damages related to water contamination
15 including water quality preservation and correction expenses; loss of water
16 storage; loss of aesthetic value; and other significant injuries, damages, and
17 losses directly related to and caused by the Fires.

18 8. The **PLAINTIFFS** suffered other injuries and damages yet identified including
19 those unique to the public entity plaintiffs.

20 **From All DEFENDANTS for Negligence, Public Nuisance, Private Nuisance,**
21 **Premises Liability, Trespass, Negligence Per Se, Private Action Under Public Utilities Code**
22 **§ 2106, and Violation of Health & Safety Code § 13007:**

- 23 1. Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost
24 personal and/or real property;
- 25 2. Loss of the use, benefit, goodwill, and enjoyment of **PLAINTIFFS'** real and/or
26 personal property;
- 27 3. Economic losses according to proof at trial;
- 28 4. General and/or special damages according to proof at trial;

- a. Fire suppression costs;
- b. Administration, funding, and operation of emergency operations centers;
- c. Administration, funding, and operation of evacuation centers and shelters;
- d. Securing and managing burn areas, including safe re-entry for the public;
- e. Staff overtime, labor costs, personnel, and other materials;
- f. Additional law enforcement costs;
- g. Lost work and productivity due to public entity employees unable to return to work;
- h. Loss of natural resources, open space, wildlife, and public lands;
- i. Loss of parks, including damage to real property and to recreational opportunities and programs, and the revenue generated therefrom;
- j. Destruction or damage to public infrastructure, including but not limited to roads, sidewalks, water, stormwater and sewer systems, and sidewalks, water storage facilities, water distribution systems, sewer collection systems, stormwater systems, fire stations, and other infrastructure;
- k. Damage or harm to facility and infrastructure lifespan, including water treatment facilities and landfills;
- l. Costs of debris removal and related administrative obligations;
- m. Costs of facilitating/administering community rebuilding efforts, staffing and administration of permitting centers;
- n. Costs of administering community outreach efforts, including towards revisions to new ordinances, guidelines, and rules, and housing assistance programs and policies;
- o. Costs of watershed, waterway, and water body management and protection;
- p. Damages related to soil erosion and mitigation, loss of soil stability and productivity, including management of risk of debris flow and landslides;
- q. Damages related to water contamination, including water quality preservation and correction expenses, including but not limited to repair and/or

- 1 replacement of water treatment facilities or systems;
- 2 r. Economic damages including but not limited to loss of tax revenues such as
- 3 property, sales, business, and transient occupancy taxes;
- 4 s. Economic damages including but not limited to business like or proprietary
- 5 revenues, such as airport use, facility rentals, educational and recreational
- 6 programs and others;
- 7 t. Economic damages from loss of workforce housing;
- 8 u. Economic damages from damage to tourism and economic development,
- 9 such as overall branding and reputation;
- 10 v. Damages resulting from short and long term public health impacts, including
- 11 costs to provide educational, outreach, and other services;
- 12 w. Other impacts, injuries, and damages to public entities.
- 13 5. Double or Treble damages for wrongful injuries to timber, trees, or underwood on
- 14 their property as allowed under Civil Code § 3346;
- 15 6. Treble damages in an amount according to proof for injuries to trees as allowed
- 16 under Code of Civil Procedure § 733;
- 17 7. Exemplary damages in an amount according to proof as allowed under Civil Code
- 18 § 3294;
- 19 8. Exemplary damages in an amount according to proof as allowed under Public
- 20 Utilities Code § 2106;
- 21 9. Imposition of a permanent injunction ordering that **DEFENDANTS**, and each of
- 22 them, stop continued violation of: (a) General Order No. 95, Rules 31.1-31.5, 35,
- 23 38, 43, 43.2, 44.1-44.4, and 48-48.1; (b) General Order No. 165; (c) Public
- 24 Resources Code §§ 4292, 4293, and 4435; and (d) Public Utilities Code § 451.
- 25 10. Issuance of an order directing **DEFENDANTS** to abate the existing and
- 26 continuing nuisance they created;
- 27 11. Attorney's fees, expert fees, consultant fees, and litigation costs and expense as
- 28 allowed under Code of Civil Procedure § 1021.9;

12. For all costs of suit incurred;
13. Prejudgment interest according to proof; and
14. For such other and further relief as the Court shall deem proper, all according to proof.
15. The **PLAINTIFFS** suffered injuries and damages including but not limited to the following: loss of natural resources, open space, and public lands; loss of public parks; property damages including real and personal property; fire suppression costs including personnel, overtime labor costs, materials, and other fire suppression damages; evacuation expenses, economic damages such as loss of tax revenue including property, sales, and transient occupancy taxes; economic damages such as losses from impacts on business like activities; costs associated with response and recovery including debris removal, emergency response, and other costs; damage to infrastructure including but not limited to roads, sidewalks, water, stormwater and sewer systems, and underground infrastructure, and other public entity-owned infrastructure; damages based on soil erosion, and loss of soil stability and productivity; damages related to water contamination including water quality preservation and correction expenses; loss of water storage; loss of aesthetic value; and other significant injuries, damages, and losses directly related to and caused by the Fires.
16. The **PLAINTIFFS** suffered other injuries and damages yet identified including those unique to the public entity plaintiffs.

BARON & BUDD, P.C.

Dated: March 12, 2018

By: 
SCOTT SUMMY
JOHN FISKE
Lead Counsel for Public Entity Plaintiffs

1 **VII. JURY DEMAND**

2 **PLAINTIFFS** demand a trial by jury as to all claims in this action.

3 **BARON & BUDD, P.C.**

4
5 Dated: March 12, 2018

6 By: 
7 **SCOTT SUMMY**
8 **JOHN FISKE**
9 *Lead Counsel for Public Entity Plaintiffs*

1 *California North Bay Fire Cases*

2 ELECTRONIC PROOF OF SERVICE


3 I, Jennifer Nard, hereby declare as follows:

4 I am employed by Baron & Budd, P.C., 603 North Coast Highway, Suite G, Solana
5 Beach, CA 92075. I am over the age of 18 and am not a party to this action.

6 On March 12, 2018, I caused service of true and correct copies of the following:
7 **PUBLIC ENTITY MASTER COMPLAINT** on the interested parties in this action pursuant to
8 the most recent Omnibus Service List by submitting an electronic version of the document(s) via
9 file transfer protocol (FTP) to CaseHomePage through the upload feature at
10 www.casehomepage.com

11 I declare under penalty of perjury under the laws of the State of California that the
12 foregoing is true and correct.

13 Executed on March 12, 2018 at San Diego, California.

14 
15 JENNIFER NARD
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